

SerenaGroup, Inc.
Employee Handbook

South Carolina Employees Only

Date of Issuance: 01/01/2019

PURSUANT TO SOUTH CAROLINA LAW, I ACKNOWLEDGE AND UNDERSTAND THAT THIS EMPLOYEE HANDBOOK DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE COMPANY AND ME.

I AGREE AND ACKNOWLEDGE THAT I AM AN AT-WILL EMPLOYEE, MEANING THAT I CAN QUIT OR BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON. I AGREE AND ACKNOWLEDGE THAT THIS AT-WILL RELATIONSHIP CANNOT BE ALTERED AND THAT NO CONTRACT CAN BE FORMED REGARDING ANY TERM OR CONDITION OF EMPLOYMENT UNLESS IT IS IN WRITING AND SIGNED BY EMPLOYMENT AT-WILL MAY ONLY BE ALTERED IN AN INDIVIDUAL CASE OR GENERALLY IN WRITING SIGNED BY THE PRESIDENT OR CFO OF THE COMPANY

I ALSO AGREE AND ACKNOWLEDGE THAT THIS IS THE FIRST PAGE OF THE HANDBOOK GIVEN TO ME.

Employee Signature

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with SerenaGroup, Inc. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation nor does it confer any contractual rights whatsoever. SerenaGroup, Inc. adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered **IN AN INDIVIDUAL CASE OR GENERALLY** in writing signed by the President of the company.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

Table of Contents

ABOUT THIS HANDBOOK / DISCLAIMER	2
Section 1 - Governing Principles of Employment	4
1-1. Welcome Statement	4
1-2. Equal Employment Opportunity	4
1-3. Non-Harassment.....	5
1-4. Sexual Harassment	6
1-5. Workplace Violence	7
1-6. Drug-Free and Alcohol-Free Workplace.....	8
Section 2 - Operational Policies.....	9
2-1. Employee Classifications	9
2-2. Your Employment Records	9
2-3. Timekeeping Procedures	10
Lunch Breaks	10
Punctuality and Attendance	10
2-4. Overtime	11
2-5. Safe Harbor Policy for Exempt Employees.....	11
2-6. Your Paycheck.....	12
2-7. Direct Deposit	13
2-8. Performance Reviews.....	13
Section 3 - Benefits	14
3-1. Benefits Overview.....	14
3-2. Holidays.....	15
3-3. Lactation Breaks	15
3-4. Paid Time Off	16
3-5. Insurance Programs	17
3-6. Workers' Compensation	17
3-7. Jury Duty Leave.....	18
3-8. Bereavement Leave	18

3-9. Voting Leave.....	18
3-10. Employee Assistance Program	18
Section 4 - Leaves of Absence.....	19
4-1. Military Leave.....	19
4-2. Medical Leave and Family Care	19
Section 5 - General Standards of Conduct	22
5-1. Workplace Conduct.....	22
5-2. Punctuality and Attendance	23
5-3. Use of Communication and Computer Systems	24
5-4. Use of Social Media	25
5-5. Personal and Company-Provided Portable Communication Devices	26
5-6. Inspections	27
5-7. Smoking.....	27
5-8. Personal Visits and Telephone Calls	27
5-9. Solicitation and Distribution.....	28
5-10. Internal Communication	28
5-11. Confidential Company Information	28
5-12. Conflict of Interest and Business Ethics.....	29
5-13. Use of Facilities, Equipment and Property, Including Intellectual Property.....	29
5-14. Health and Safety	30
5-15. Hiring Relatives/Employee Relationships.....	31
5-16. Treating Family Members:	31
5-17. Employee Dress and Personal Appearance	33
5-18. Publicity/Statements to the Media	33
5-19. Business Expense Reimbursement.....	33
5-20. References.....	33
5-21. If You Must Leave Us	34
5-22. A Few Closing Words	34
Section 6 - State-Specific Policies	35
6-1. Massachusetts	35
Earned Sick Time Policy	35

Jury Duty Leave	40
Maternity Leave	41
Sexual Harassment	41
Small Necessities Leave	43
Updated: 3/2018.....	43
Pregnancy Accommodations	43
Implemented: 3/2018.....	43
Effective: 4/1/2018.....	43
Domestic Abuse Leave	46
6-2. South Carolina	48
Bone Marrow Donation Leave.....	48
Pregnancy Accommodations	48
Implemented: 8/2018.....	48
6-3. New Jersey.....	50
Equal Employment Opportunity	50
Jersey City Paid Sick Time	51
Newark Paid Sick Days	52
New Jersey Family Leave Insurance Benefits	54
New Jersey Safe Act Leave	55
Non-Harassment.....	56
New Jersey Family Leave Act	57
Pregnancy Accommodations	66
Implemented: 5/2018.....	66
General Handbook Acknowledgment	68
Receipt of Sexual Harassment Policy	69
Receipt of Non-Harassment Policy.....	70

Section 1 - Governing Principles of Employment

1-1. Welcome Statement

For those of you who are commencing employment with SerenaGroup, Inc. ("SerenaGroup" or the "Company"), on behalf of SerenaGroup, let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at SerenaGroup. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

Dr. Thomas E. Serena, MD, FACS

1-2. Equal Employment Opportunity

SerenaGroup is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your supervisor know. Employees may also contact the ADP MyLife Advisors at (800) 554-1802.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your supervisor. Employees may also contact the ADP MyLife Advisors at (800) 554-1802.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher-level manager in your reporting chain. Employees may also contact the ADP MyLife Advisors at 800-554-1802 if they are uncomfortable for any reason using the above procedure. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

1-3. Non-Harassment

It is SerenaGroup's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to their Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the next level Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Employees may also contact the ADP MyLife Advisors at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-4. Sexual Harassment

It is SerenaGroup's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment and there is a wide range of behavior that may violate this policy even if such behavior does not violate the law, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the next level Manager. Note: If your Supervisor or next level Manager is the person toward whom the complaint is directed, you should contact any higher level Manager in your reporting chain. Employees may also contact the ADP MyLife Advisors at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If you feel you have been subjected to any such retaliation, report it in the same manner you would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-5. Workplace Violence

SerenaGroup is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Employees may also call the ADP TotalSource Employee Service Center at (800) 554-1802. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

1-6. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

Section 2 - Operational Policies

2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits but are eligible to receive statutory benefits.

Per Diem Employees- Employees work on an as needed basis, often less than full-time employees, with a flexible schedule, and they do not receive benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

2-2. Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the HR Department of any changes. Also, please inform the HR Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

2-3. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

Lunch Breaks

Employees are allowed a lunch break in accordance with the scheduling at the particular worksite and applicable by state and federal laws. Lunch breaks generally are taken between the hours of 11am and 2pm on a staggered schedule so that your absence does not create a problem for coworkers or clients. All breaks will be scheduled and defined by your supervisor of your particular worksite.

Punctuality and Attendance

You were hired to perform an important function at SerenaGroup. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

2-4. Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Saturday.

2-5. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

Full-day absences for personal reasons.

Full-day absences for sickness or disability.

Full-day disciplinary suspensions for infractions of our written policies and procedures.

Family and Medical Leave absences (either full- or partial-day absences).

To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.

The first or last week of employment in the event you work less than a full week.

Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

Partial day absences for personal reasons, sickness or disability.

Your absence on a day because your employer has decided to close a facility on a scheduled work day.

Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work (subject to any offsets as set forth above).

Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the HR Department or any other supervisor in the Company with whom you feel comfortable.

2-6. Your Paycheck

You will be paid bi-weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the HR Department immediately so the Company can resolve the matter quickly and amicably.

Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you.

2-7. Direct Deposit

SerenaGroup strongly encourages employees to use direct deposit. Authorization forms are available from ADP Employee Service Center or Human Resources. We are in the process of becoming paperless.

2-8. Performance Reviews

Depending on your position and classification, SerenaGroup endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

Section 3 - Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is SerenaGroup's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs SerenaGroup provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the Human Resources Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, SerenaGroup (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the Human Resources Department.

3-2. Holidays

Full-time employees will be paid for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the Company. Additionally, you must work the scheduled day before and after the holiday unless scheduled in advance to be compensated for the holiday.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company.

3-3. Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Please advise management if you need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-4. Paid Time Off

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees accrue paid time off as follows:

PTO will accrue each pay period at the following rates for regular full-time employees:

Years of Service	Monthly PTO Accrual	Annual PTO Accrual
1 – 5	13.33 hours	20 days (160 hours)
5 – 10	16.66 hours	25 days (200 hours)
10 or more	20.00 hours	30 days (240 hours)

PTO will accrue each pay period at the following rates for regular part-time employees:

Years of Service	Monthly PTO Accrual	Annual PTO Accrual
N/A	3.33	5 days (40 hours)

Accrued PTO is intended to be used in the fiscal year in which it was accrued, however employees will be allowed to carryover and “bank” up to 40 hours of Accrued PTO from one fiscal year to the next, subject to the Banked PTO maximum of 40 hours. An employee who has an Accrued PTO balance that is over the maximum carryover of 40 hours at the end of the fiscal year will forfeit the Accrued PTO that is over the maximum carryover.

Banked PTO

PTO will be paid out per state and federal regulations.

Employees may carryover and bank up to 40 hours of PTO from one fiscal year to the next subject to a Banked PTO maximum of 40 hours total at any given time. Employees may not bank any Accrued PTO that would put the Banked PTO amount over 40 hours. For example, an employee who has 25 hours of Banked PTO at the end of the fiscal year would only be allowed to Bank an additional 15 hours of Accrued PTO for a total of 40 hours of banked PTO.

PTO and Timekeeping

Fulltime Employees: When using PTO, the PTO will be utilized from Accrued PTO balance first. When the Accrued PTO balance is zero, the PTO will be utilized from the Banked PTO balance. If an employee has any PTO balances, then the employee is required to submit PTO

usage on his/her time record when working less than his/her standard workday or workweek unless another type of paid leave applies, in which case the employee is required to record the appropriate leave on his/her time record. If the employee has no

PTO balances, and other types of paid leaves don't apply, the employee is required to record the time missed as "Leave Without Pay."

All vacation time must be approved by your manager. You must submit a request to your manager at least 2 weeks in advance of your requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant your request, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If you will be out of work due to illness or due any other emergency for which notice could not be provided, you must call in and notify your supervisor as early as possible, but at least by the start of your workday. If you call in sick for three (3) or more consecutive days, you may be required to provide your supervisor with a doctor's note on the day you return to work.

Paid time off may be used only in half-day increments.

3-5. Insurance Programs

Full-time employees may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits. SerenaGroup offers 100% company paid short term, long term and life benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

3-6. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-7. Jury Duty Leave

SerenaGroup realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which they perform any work for the Company.

3-8. Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family. If you are a full-time or part-time employee and you lose a close relative, you will be allowed paid time off of up to three (3) days to assist in attending to your obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

3-9. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

3-10. Employee Assistance Program

SerenaGroup provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained by contacting an EAP counselor at (866) 574-7256.

Section 4 - Leaves of Absence

4-1. Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

4-2. Medical Leave and Family Care

SerenaGroup provides leaves of absence without pay to eligible employees for any of the following reasons: (1) the birth of a son or daughter and to care for such son or daughter; (2) the placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter; (3) to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition; or (4) because of your own serious health condition which renders you unable to perform an essential function of your position. Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement.

For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions. In the event that state or federal law provides for greater rights than provided by this policy, it is the Company's policy to govern its actions in accordance with those laws.

How to Request Leave

Employees may request leave only after having been employed for one year. Exceptions to the service requirement will be considered to accommodate protected disabilities. Eligible employees should make requests for leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Certification Requirements

Employees must provide written documentation from their health care provider supporting the need for leave including a detailed explanation of the medical reason why the employee requires a leave of absence, any accommodations that might enable the employee to return to work, and the health care provider's opinion (supported by medical reasoning) as to the likely date the employee will return to work, if known. In the case of leave to care for a covered family member, the employee must also provide documentation substantiating the need for leave. This would include, for example, a statement from the family member's healthcare provider indicating that the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety.

Any changes in this information should be promptly reported to SerenaGroup.

Company Communications with Medical Professionals

We seek to work cooperatively with medical professionals to make informed individualized assessments about our employees' ability to work and/or be at work. To accomplish this goal, from time to time, and as permissible by law, we may need to obtain additional medical information from your treating physician or other medical professionals we might retain to offer an opinion on your ability to work or be at work. While we expect you to comply with these requests, if you have any concerns about providing such information, you should contact Human Resources or your Manager, so we can attempt to address them. While we will assist you in whatever ways we can, it is your responsibility to see that your treating physician provides the information we request.

Amount of Leave Available

Eligible employees are normally granted leave up to a maximum of 12 weeks within a 12-month rolling period measured backward from the date of any leave usage. For purposes of this policy, leave usage includes leave previously granted under state or federal leave laws (i.e. FMLA) for the same reasons provided by this policy or leave previously provided pursuant to this policy.

Leave must be used in one-week increments. Exceptions to this minimum increment requirement will be considered to accommodate protected disabilities. Employees will also be required to exhaust any accrued paid leave time while taking unpaid leave.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Extensions will be provided based on operational requirements and business needs. However, benefits will only be provided for the initial maximum of 12 weeks after which time the employee may apply for benefits continuation under COBRA.

Continuation of Health Insurance Benefits while on Leave

Health insurance benefits will be provided by SerenaGroup for a maximum of 12 weeks under the same terms that would have applied had the employee not taken leave. Employees remain responsible for payment of the employee contribution while on leave. Payment must be received by the first of each month. Failure to make timely payments may result in a termination of health insurance benefits.

Employees who exceed the 12-week maximum period of leave will become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA. When the employee returns from leave, benefits will again be reinstated on the first of the month following the employee's return to work.

Returning from Leave / Job Restoration

An employee on leave is requested to provide SerenaGroup with at least two weeks advance notice of the date the employee intends to return to work so that an employee's return to work can be properly scheduled.

Employees returning from leave for the employee's own serious health condition must submit a health care provider's verification of their fitness to return to work.

Job restoration is not guaranteed. However, when a leave ends, SerenaGroup will make reasonable efforts to reinstate the employee to the same position previously held by the employee if it is available. If it is not available, SerenaGroup, will make reasonable efforts to reinstate the employee to an equivalent position for which the employee is qualified and if an equivalent position is not available, then to a lower level position.

If an employee fails to return to work on the agreed upon return date, SerenaGroup may assume that the employee has resigned.

Section 5 - General Standards of Conduct

5-1. Workplace Conduct

SerenaGroup endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing SerenaGroup property or a co-worker's property, and/or disclosure of confidential business information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, reporting to work, or remaining on duty after using drugs or alcohol in any amount that adversely affects the employee's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.
6. Fighting, threatening or disrupting the work of others or other violations of SerenaGroup's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.

12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of SerenaGroup's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and SerenaGroup reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, SerenaGroup will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Punctuality and Attendance

You were hired to perform an important function at SerenaGroup. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

5-3. Use of Communication and Computer Systems

SerenaGroup's communication and computer systems are intended for business purposes and may be used only during working time; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

SerenaGroup may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, SerenaGroup may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Since the Company's communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4. Use of Social Media

SerenaGroup respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect the Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. The Company policies apply equally to employee social media usage.

The Company encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-5. Personal and Company-Provided Portable Communication Devices

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

Employees of SerenaGroup that drive during their work day will be expected to have a valid driver's license and proof of insurance.

5-6. Inspections

SerenaGroup reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-7. Smoking

Smoking is prohibited on Company premises and in all Company vehicles.

5-8. Personal Visits and Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

5-9. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time and in all immediate patient care areas. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for SerenaGroup. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in immediate patient care areas and all other working areas of Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5-10. Internal Communication

Important notices and items of general interest are sent out in a companywide email. It is a practice to review it at a minimum of 1 time daily to stay informed with SerenaGroup information. This will assist you in keeping up with what is current at SerenaGroup.

5-11. Confidential Company Information

During the course of work, an employee may become aware of confidential information about SerenaGroup's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-12. Conflict of Interest and Business Ethics

It is SerenaGroup's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

5-13. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

5-14. Health and Safety

The health and safety of employees and others on Company property are of critical concern to SerenaGroup. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

5-15. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, SerenaGroup may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-16. Treating Family Members:

The purpose of this policy is to prohibit members of SerenaGroup, referred to as “the provider,” from treating oneself or one’s own family member(s)/relative(s) or those who share the provider’s household within the confines of a healthcare facility.

PROCEDURE:

1. No provider credentialed at SerenaGroup may perform health care, treatment or services to an immediate family/relative or member of the provider’s household within the confines of a Serena Group facility
2. If a provider is observed treating or having treated an immediate family member/relative or member of the provider’s household, notify the Medical Director and/or Compliance officer immediately.
 - The only exception to this policy is in the event of a disaster, or unforeseen event or unusual circumstance.

DEFINITION

Immediate Relatives or Household Members

- Reimbursement may not be made for charges imposed by a physician on his immediate relatives or members of his household.
- The intent of this exclusion is to bar payment for personal services of physicians which would ordinarily be furnished gratuitously.
- This exclusion applies to items and services rendered by a related physician or supplier, even if the bill or claim is submitted by an unrelated individual or by a partnership or a professional corporation.
- It applies to items and services furnished incident to a physician's professional services (for example, by the physician's nurse or technician) only if the physician who ordered or supervised the services has an excluded relationship to the beneficiary.
- The only exception is items furnished by an incorporated non-physician supplier.

The following relatives of the provider are included in the definition of "immediate relative:"

- husband and wife
- natural or adoptive parent, child, and sibling;
- stepparent, stepchild, stepbrother, and stepsister;
- -in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law
- grandparent and grandchild; and
- spouse of grandparent and grandchild.

Note: A brother-in-law or sister-in-law relationship does not exist between a physician (or supplier) and the spouse of his wife's (her husband's) brother or sister.

A father-in-law or mother-in-law relationship does not exist between a physician and his spouse's stepfather or stepmother.

A step-relationship and an in-law relationship continue to exist even if the marriage upon which the relationship is based terminates through divorce or through the death of one of the parties. Thus, for example, if a physician treats his stepfather after the death of his natural mother or after the stepfather and natural mother are divorced, or if he treats his father-in-law or mother-in-law after the death of his wife, the services are considered to have been furnished to an immediate relative and, therefore, would be excluded from coverage.

Definition of Household Member

Members of a patient's household are persons sharing a common abode with the patient as part of a single-family unit, including those related by blood, marriage or adoption, domestic employees and others who live together as part of a single-family unit. A mere roomer or boarder is not included.

5-17. Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

5-18. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the Manager of Human Resources. Only the Manager of Human Resources is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Manager of Human Resources, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Manager of Human Resources.

5-19. Business Expense Reimbursement

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to your Supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any questions about whether an expense will be reimbursed.

5-20. References

SerenaGroup will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Dept.

Only the Human Resources Department may provide references.

5-21. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-22. A Few Closing Words

This handbook is intended to give you a broad summary of things you should know about SerenaGroup. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, SerenaGroup, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.

Section 6 - State-Specific Policies

6-1. Massachusetts

Earned Sick Time Policy

Notes:

Paid sick leave provisions apply to employers with 11 or more employees nationally. Employers with 10 or fewer employees nationally must provide unpaid sick time.

This handbook policy is optional unless it is used to satisfy the notice requirement, however for consistency with other paid sick leave laws which require written notice to employees, we strongly recommend including in the handbook. If this is not provided in the handbook, employees must be provided with a hard copy or electronic copy of the AG-issued poster.

Note, pursuant to the safe harbor, employers with a policy in existence on May 1, 2015 that provides paid time off or paid sick leave, shall be deemed in compliance with the Earned Sick Time law until January 1, 2016 provided:

- (a) Full-time employees on the policy have the right to earn and use at least 30 hours of paid time off/paid sick leave between January 1, 2015 and December 31, 2015;
- (b) On and after July 1, 2015, all employees not previously covered by the policy, including part-time employees, seasonal employees, temporary employees, new employees, and per diem employees must either: (i) accrue paid time off at the same rate of accrual as covered full-time employees; or (ii) if the policy provides lump-sum allocations, receive a prorated lump-sum allocation based on the provision of lump sum paid time off/paid sick leave to covered full-time employees. Such lump sum allocations may:
 - (1) where lump sums of paid time off are provided annually, be halved for employees who receive coverage as of July 1, 2015, and proportionately reduced for employees hired after July 1, 2015; and/or
 - (2) be proportionate for part-time employees;

If an employee is compensated other than on an hourly or salaried basis, the employee must accrue or receive lump-sum allocations based on a reasonable approximation of hours worked; and

- (c) 30 hours of paid time off/paid sick leave or such lesser amounts as are earned or used by employees under this section must be: (i) job-protected leave subject to the law's anti-retaliation provisions; (ii) available for the allowed purposes of the leave under M.G.L. c. 149, § 148C; and (iii) available to the employee after January 1, 2016 if unused during the Transition Year unless the policy provides lump sum allocations that make rollover unnecessary.

In all other respects, during this transition period, employers may continue to administer paid time off under policies in place as of May 1, 2015.

Eligibility

Employees are eligible to accrue and use earned sick time if the employee's primary place of work is in Massachusetts regardless of the location of the employer. Employees need not spend 50% or more time working in Massachusetts for a single employer in order for Massachusetts to be the primary place of work.

Accrual

With respect to the last sentence please confirm intent. It can be any consecutive 12-month period.

Usage

The smallest amount of sick time an employee can use is one hour. For uses beyond one hour, employees may use earned sick time in hourly increments or in the smallest increment the employer's payroll system uses to account for absences or use of other time.

Example: Chris takes his daughter to a scheduled doctor's appointment during his regularly scheduled work time, but the entire trip takes 50 minutes. Chris has used one hour of earned sick time.

Example: A furniture company uses a payroll system that tracks time in 15-minute increments. Anna, an employee, goes to a dentist appointment and returns after 90 minutes. Anna has used 90 minutes of earned sick time.

Employees may choose, or employers may require employees to use, concurrent earned paid sick time to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid. If you wish, this can be changed to "will not."

Notice and Documentation

Insert appropriate point of contact (e.g., manager/supervisor).

Note, under circumstances where the duration is unknown or the employee is unable to provide notice, it can be provided by the employee's surrogate (e.g. spouse, adult family member or other responsible party).

With respect to the first bullet point, employers may use the Attorney General's model form as a guide for their own policies and may include a check-off listing of the statutory reasons for permissible use of earned sick time on such form. Employers using their own verification form shall not require any additional information than what is required by the law.

With respect to the last sentence, this language should only be included if:

(1) such certification is customarily required and consistent with industry practice or state and federal safety requirements and

(2) there is a reasonable belief as to a significant risk of harm to the employee or others in connection with the employee's ability to perform duties upon returning to work.

Payment

As an alternative method of determining payment, an employer can use a blended rate, by taking the weighted average of all regular rates of pay over the previous pay period, month, quarter or other established period of time the employer customarily uses to calculate blended rates for similar purposes.

Whatever method the employer uses, the employer needs to be consistent for each employee throughout the year.

Enforcement and Retaliation

Insert appropriate point of contact (e.g., second level manager, Human Resources).

Policy:

Eligibility

The Company provides earned sick time to employees whose primary place of work is in Massachusetts, regardless of the location where the work is performed. For employees whose primary place of work is in Massachusetts who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance.

Accrual

Employees begin accruing earned sick time on July 1, 2015 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of earned sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage

Employees who have been employed for at least 90 days as of July 1, 2015 may use earned sick time as it accrues. Employees who have been employed for less than 90 days as of July 1, 2015, and employees hired on or after July 1, 2015, may begin using accrued earned sick time on the 90th day of employment. Earned sick time may be used in minimum increments of one (1) hour. An employee may not use more than forty (40) hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

- 1) to care for the employee's child (which includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis), spouse (as defined by the marriage laws of the commonwealth, which includes a partner in a same-sex marriage), parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 2) to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 3) to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
- 4) for travel to and from an appointment, a pharmacy, or other location related to the purpose for which earned sick time was taken; or
- 5) to address the psychological, physical or legal effects of domestic violence.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time will, if applicable, run concurrently with time off provided under the FMLA, the Massachusetts Parental Leave Act, the Massachusetts Domestic Violence Leave Act, or the Massachusetts Small Necessities Leave Act, if applicable.

Notice and Documentation

Employees must comply with the Company's attendance and call-in policy when providing notice. Employees must make a good faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if an employee's need for the use of earned sick time is due to a pre-scheduled or foreseeable absence, seven (7) days advance notice to their manager and via e-mail to HR@serenagroups.com is required. If an employee anticipates a multi-day absence from work, employees must provide notification of the expected duration of the leave, or, if unknown, must provide notification on a daily basis, unless the circumstances make such notice unreasonable. If an employee's need for the use of earned sick time is unforeseeable, notice must be provided as soon as is practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time, but the Company may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

For any earned sick time used, employees must verify in writing that they have used the time for a covered reason, but will not be required to explain the nature of the illness or the details of the domestic violence.

The Company will also require supporting documentation if an employee's use of earned sick time:

- 1) covers more than twenty-four (24) consecutively scheduled work hours or three (3) consecutive scheduled work days;
- 2) occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees;
- 3) occurs after three unforeseeable and undocumented absences within a three (3) month period *for employees aged 17 and under*; or
- 4) occurs after four (4) unforeseeable and undocumented absences within a three (3) month period *for all other employees*.

Documentation signed by a health care provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons 1 through 4 above, except employees who do not have health care covered through a private insurer, the MA Healthcare Connector and related insurers may provide a signed, written statement evidencing the need for the use of the earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a health care provider.

Acceptable documentation for earned sick time taken for reason 5 can include: a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction; a police record documenting the abuse; documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member; medical documentation of the abuse; a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or a sworn statement from the individual attesting to the abuse. An employer may not require that the documentation explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including email.

The Company may also seek verification of authorized use of earned sick time from a parent or guardian if they have reasonable suspicion that an employee, age 17 or under, is misusing earned sick time, unless verification would create a health and safety risk or hardship to the employee.

Documentation must be provided within 7 days of an employee taking earned sick time, unless, for good cause shown, an employee requires more time to provide such documentation. Failure to comply with the Company's reasonable documentation requirements, without a reasonable justification, may result in the Company recouping the amount paid for earned sick time for future pay, as an overpayment.

The Company may require employees to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

Payment

Earned sick time will be paid at the same hourly rate as the employee earns from his or her employment at the time the employee uses such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

An employee may carry over up to forty (40) hours of accrued, unused earned sick time under this policy to the following calendar year but employees are subject to an accrual cap of forty (40) hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used, at which point accrual will resume, subject to the maximum annual accrual of forty (40) hours and the accrual cap of forty (40) hours. Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement and Retaliation

Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

The Attorney General is responsible for enforcing this law and may obtain injunctive or declaratory relief. Employers may not interfere with, restrain, or deny the exercise of, or the attempt to exercise, earned sick time rights. Employers may not take any adverse action against an employee who opposes practices that he or she believes to be in violation of earned sick time law or because the employee supports the exercise of rights of another employee under the earned sick time law. Employees may also file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact the employee's supervisor or HR Department 617-674-1884 or via e-mail HR@serenagroups.com.

Jury Duty Leave

SerenaGroup realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

The Company will pay regularly employed jurors their regular wages for the first three days of jury service. Courts may excuse employers from the duty to compensate juror-employees in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to \$50 a day, for the first three days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

Maternity Leave

SerenaGroup provides unpaid maternity leave for eligible employees in accordance with state law. Female employees who have either completed their probationary period or, if there is no probationary period, have been employed on a full-time basis for at least three (3) consecutive months are eligible for leave. Eligible employees generally are entitled to up to eight (8) weeks of unpaid maternity leave for the purpose of giving birth or adopting a child under the age of 18 (or adopting a person under the age of 23 if that person is physically or mentally disabled).

Employees must provide at least two (2) weeks' notice of the intended departure date for leave and notice of the intention to return to work.

State maternity leave runs concurrently with Family and Medical Leave (if applicable) unless otherwise required by law.

Employees may use accrued paid time off for this purpose.

Sexual Harassment

It is SerenaGroup's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment and there is a wide range of behavior that may violate this policy even if such behavior does not violate the law, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the next level Manager. Note: If your Supervisor or next level Manager is the person toward whom the complaint is directed, you should contact any higher-level Manager in your reporting chain. Employees may also contact the ADP TotalSource Employee Service Center at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, the employee should report it in the same manner as that used for reporting a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Sexual harassment is unlawful to the extent it fully meets the harassment definition above; however, this policy prohibits conduct and authorizes discipline against offenders whose conduct is sex-based even if it does not meet such definition.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment
Opportunity Commission ("EEOC")
JFK Federal Building, Room 475
Boston, Massachusetts 02203
(617) 565-3200
The Massachusetts Commission Against
Discrimination ("MCAD")
Boston Office:
One Ashburton Place, Room 601
Boston, Massachusetts 02108
(617) 727-3990

Springfield Office:
436 Dwight Street, Room 220
Springfield, Massachusetts 01103
(413) 739-2145

Small Necessities Leave

Updated: 3/2018

The Company will grant employees who have worked for the Company for at least twelve (12) months and have provided at least one thousand, two hundred and fifty (1,250) hours of service in the preceding 12-month period with up to twenty-four (24) hours of unpaid leave during any 12-month period, in addition to any FMLA leave, to participate in various activities. These include: attending a parent-teacher conference, accompanying a son or daughter to routine medical appointments or accompanying an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. Employees must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the employee must provide the Company with as much notice as possible. An eligible employee first must substitute any accrued paid time off for this leave.

Pregnancy Accommodations

Implemented: 3/2018

Effective: 4/1/2018

Explain this to me:

This policy reflects the provisions of the Massachusetts Pregnant Workers Fairness Act (the Act), which takes effect April 1, 2018. Employers also are required to provide notice of the Act as of April 1, 2018.

This policy applies to:

- employers with six (6) or more employees nationally that also have one (1) or more employees in Massachusetts and
- Massachusetts employers with six (6) or more employees.

The Act requires employers to distribute a written notice to their employees that details their right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy, including:

- lactation or the need to express breast milk for a nursing child, and
- the right to reasonable accommodations for conditions related to pregnancy pursuant to the Act.

The notice shall be provided in a handbook, pamphlet or other means of notice to all employees including, but not limited to:

- new employees at or prior to the commencement of employment; and
- an employee who notifies the employer of a pregnancy, or

- an employee who notifies the employer of a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child not more than 10 days after such notification.

Regarding the last paragraph in the Notice and Documentation section of the model policy: while generally we do not recommend including affirmative employer obligations, we believe it may be helpful to ensure day-to-day compliance.

Policy:

Under the Massachusetts Pregnant Workers Fairness Act (effective April 1, 2018), employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

Reasonable Accommodations

The Company will provide a reasonable accommodation for an employee's pregnancy or any condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation. However, the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise or business.

Reasonable accommodations may include, but are not limited to:

1. more frequent or longer paid or unpaid breaks;
2. time off to attend to a pregnancy complication or recover from childbirth with or without pay;
3. acquisition or modification of equipment or seating;
4. temporary transfer to a less strenuous or less hazardous position;
5. job restructuring;
6. light duty;
7. private non-bathroom space for expressing breast milk;
8. assistance with manual labor; or
9. a modified work schedule; provided, however, that the Company is not required to discharge or transfer an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

Notice and Documentation

Upon receiving a request for an accommodation from the employee or prospective employee capable of performing the essential functions of the position involved, the Company will engage in a timely, good faith and interactive process with the employee or prospective employee to determine an effective, reasonable accommodation to enable the employee or prospective employee to perform the essential functions of the employee's job or the position to which the

prospective employee has applied. The Company may require the employee or prospective employee to provide documentation from an appropriate health care or rehabilitation professional about the need for a reasonable accommodation; however, the Company will not require documentation for the following accommodations:

1. more frequent restroom, food or water breaks;
2. seating;
3. limits on lifting more than 20 pounds; and
4. private non-bathroom space for expressing breast milk.

The Company also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

An employee who notifies the Company of a pregnancy or of a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child will receive an additional copy of this notice not more than 10 days after the notification.

Enforcement and Retaliation

The Company will not:

1. take adverse action against an employee who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;
2. deny an employment opportunity to an employee if the denial is based on the need to make a reasonable accommodation to the known conditions related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;
3. require an employee affected by pregnancy or a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job;
4. require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on the Company's program, enterprise or business;
5. refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by the Company, on the Company's program, enterprise or business.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact HR Department at 617-674-1884 or via e-mail to HR@serenagroups.com.

Domestic Abuse Leave

Employees are entitled to up to 15 days of unpaid leave from work in any 12-month period if, as defined by applicable law: (i) the employee, or a family member of the employee, is a victim of abusive behavior; (ii) the employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee; and (iii) the employee is not the perpetrator of the abusive behavior against such employee's family member.

Except in cases of imminent danger to the health or safety, an employee seeking leave from work under this policy must provide to the Company appropriate advance notice of the leave. If there is a threat of imminent danger to the health or safety of the employee or the employee's family member, the employee is not required to provide advanced notice of leave; provided, however, that the employee must notify the Company within three (3) workdays that the leave was taken or is being taken pursuant to this policy.

Such notification may be communicated by the employee, a family member of the employee or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member.

If an unscheduled absence occurs, no negative action will be taken against the employee if the employee provides any of the documentation described in (1) to (7) below within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences.

Employees must provide documentation that the employee or employee's family member has been a victim of abusive behavior and that the leave taken is consistent with this policy.

However, an employee will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Employees must provide such documentation within a reasonable period after the Company requests documentation relative to the employee's absence. An employee may satisfy this documentation requirement by providing any of the following documents:

1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction because of abusive behavior against the employee or employee's family member.
2. A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.

4. Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior, and which is related to the abusive behavior that necessitated the leave under this section.
5. Medical documentation of treatment because of the abusive behavior complained of by the employee or employee's family member.
6. A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.
7. A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the employee's leave under this policy will be kept confidential and will not be disclosed, except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court of competent jurisdiction; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (v) necessary to protect the safety of the employee or others employed at the workplace.

An employee seeking leave under this policy must exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking leave under this policy, unless otherwise provided by the Company.

The Company will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. The Company will not discharge or in any other manner discriminate against an employee for exercising the employee's rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the employee's return from such leave, to the extent required by applicable law, the employee will be entitled to restoration to the employee's original job or to an equivalent position.

6-2. South Carolina

Bone Marrow Donation Leave

Employees who work twenty (20) or more hours per week are entitled to up to forty (40) hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

Pregnancy Accommodations

Implemented: 8/2018

Explain this to me:

The South Carolina Pregnancy Accommodations Act (S.C. Code Ann. §1-13-80) requires covered employers to provide reasonable accommodations for medical needs arising from pregnancy, childbirth or related medical conditions to job applicants and employees and prohibits discrimination based on pregnancy, childbirth or related medical conditions. The Act took effect on May 17, 2018 and applies to employers with at least one employee in South Carolina and 15 or more employees nationally.

This handbook policy is optional. However, employers must provide written notice to current and new employees of the right to be free from discrimination for medical needs arising from pregnancy, childbirth or related medical conditions. The notice requirements take effect September 14, 2018 based on guidance from the South Carolina Human Affairs Commission. This policy may satisfy that requirement as long as it is distributed to all new and current employees. Notice also must be posted conspicuously at the employer's place of business in a place accessible to employees. The Commission has published a new anti-discrimination poster that includes provisions required under the Act and satisfies the posting requirement; it is available online at

[http://www.schac.sc.gov/Documents/UPDATED%20Employment%20Poster%20\(pregnancy%20accommodation\).pdf](http://www.schac.sc.gov/Documents/UPDATED%20Employment%20Poster%20(pregnancy%20accommodation).pdf)

The Act requires employers to provide reasonable accommodations unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer. Accommodations may include providing more frequent or longer break periods, providing more frequent bathroom breaks, providing a private place, other than a bathroom stall for the purpose of expressing milk, temporarily transferring the employee to a less strenuous or hazardous vacant position (if qualified), providing job restructuring or light duty (if available), and modifying work schedules.

Employers are not required to take the following actions, unless the employer does or would do so for other employees or classes of employees that need a reasonable accommodation:

- hire new employees that the employer would not have otherwise hired;
- discharge an employee, transfer another employee with more seniority or promote another employee who is not qualified to perform the new job;
- create a new position, including a light-duty position for the employee, unless a light-duty position would be provided for another equivalent employee; or
- compensate an employee for more frequent or longer break periods, unless the employee uses a break period which would otherwise be compensated.

The Act also prohibits retaliation against an employee for requesting or using an accommodation.

Policy Text:

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), the Company will not discriminate against an individual because of pregnancy, childbirth or related medical conditions, including, but not limited to, lactation. The Company will endeavor to make reasonable accommodations for an employee's medical needs arising from pregnancy, childbirth or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. making existing facilities readily accessible to, and usable by, such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. providing more frequent or longer break periods;
3. providing more frequent bathroom breaks;
4. providing a private place, other than a bathroom stall for the purpose of expressing milk;
5. modifying the Company's food or drink policy;
6. modifying work schedules;
7. providing seating or allowing the employee to sit more frequently;
8. providing assistance with manual labor and limits on lifting;
9. temporarily transferring an employee to a less strenuous or hazardous vacant position, if qualified; or
10. providing job restructuring or light duty, if available.

The Company will not:

- deny employment opportunities to an employee based on the need to make such reasonable accommodations;
- require an employee to accept an accommodation that the employee chooses not to accept, if the employee does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the employee to perform the essential duties of their job;

- require an employee to take leave under any leave law or Company policy if another reasonable accommodation can be provided to the employee; or
- take any adverse action against an employee in the terms, conditions or privileges of employment for requesting or using a reasonable accommodation.

Contact for Questions and Requests

If employees have any questions concerning this policy or if they wish to request an accommodation, they should contact the HR Department at 617-674-1884.

6-3. New Jersey

Equal Employment Opportunity

SerenaGroup is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, civil union status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your supervisor know. Employees may also contact the ADP TotalSource Employee Service Center at (800) 554-1802.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your supervisor. Employees may also contact the ADP TotalSource Employee Service Center at (800) 554-1802.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher-level manager in your reporting chain. Employees may also contact the ADP TotalSource Employee Service Center at 800-554-1802 if they are uncomfortable for any reason using the above procedure. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

Jersey City Paid Sick Time

Eligibility

The Company provides paid sick time to employees who work at least 80 hours in Jersey City, New Jersey in a year.

Accrual

Employees begin accruing time at the start of employment. Eligible employees will accrue one (1) hour of sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the 12-consecutive month period beginning January 1st and ending on December 31st.

Usage

Employees may begin using accrued time after the 90th calendar day of employment. Sick time may be used in minimum increments of one (1) hour.

An employee may not use more than 40 hours of accrued sick time in any calendar year.

Employees may use accrued sick time for absences due to:

- (a) The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
- (b) The care of the employee's child, spouse, domestic or civil-union partner, parent, grandchild, grandparent sibling or the child, parent or grandparent of the employee's spouse, domestic or civil-union who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or
- (c) Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

Notice and Documentation

Employees must provide notice of the need to use accrued sick time to their manager as early as possible.

The Company will require supporting documentation if the employee uses accrued sick time for more than three (3) consecutive days. For sick time used for reasons (a) or (b) above, documentation signed by a licensed health care provider indicating the need for the amount of sick time taken will be considered reasonable documentation and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness or condition.

Payment

Sick time will be paid at the same rate as the employee earns from his or her employment at the time the employee uses such time, but no less than the applicable minimum wage.

Carryover & Payout

An employee may carryover 40 hours of accrued, unused sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation

Employees have the right to request and use sick time and may file a complaint for alleged violations of this policy with the Jersey City Department of Health & Human Services or the Jersey City Municipal Court. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee's rights pursuant to this policy and applicable law.

Employees with questions regarding this policy can contact Human Resources.

[Newark Paid Sick Days](#)

Eligibility

The Company provides paid sick time to employees who work at least 80 hours in the City of Newark, New Jersey in a year.

Accrual

Employees begin accruing time at the start of employment. Eligible employees will accrue one (1) hour of sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the 12-consecutive month period beginning January 1st and ending on December 31st.

Usage

Employees may begin using accrued time after the 90th calendar day of employment. Sick time may be used in minimum increments of one (1) day.

An employee may not use more than 40 hours of accrued sick time in any calendar year.

Employees may use accrued sick time for absences due to:

- a). The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
- b) The care of the employee's child, spouse, domestic or civil-union partner, parent or legal guardian, grandchild, grandparent, sibling; or the child, parent or grandparent of the employee's spouse, domestic or civil-union who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or
- c) Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency or care for the employee's child, spouse, domestic or civil-union partner, parent or legal guardian, grandchild, grandparent sibling or the child, parent or grandparent of the employee's spouse, domestic or civil-union when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

Notice and Documentation

Employees must provide 7-days' notice of the need to use accrued sick time to their supervisor if the need is foreseeable. Where the need is not foreseeable, employees must provide notice before the beginning of the employee's work shift or work day or, in cases such as emergencies where advanced notice is not possible, as soon as practicable.

The employee must provide supporting documentation if he or she uses accrued sick time for more than three (3) consecutive days. For sick time used for reasons (a) or (b) above, documentation signed by a licensed health care professional indicating that the sick time was necessary will be considered reasonable documentation and such documentation need not specify the nature of the injury, illness or condition.

Additionally, the Company may require an employee to provide written confirmation that sick time was used in accordance with this policy.

Payment

Sick time will be paid at the same rate as the employee earns from his or her employment at the time the employee uses such time, but no less than the applicable minimum wage.

Carryover & Payout

An employee may carryover 40 hours of accrued, unused sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation

Employees have the right to request and use sick time and may file a complaint for alleged violations of this policy with the Newark Department of Child & Family Well-Being or the Newark City Municipal Court. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee's rights pursuant to this policy and applicable law.

Employees with questions regarding this policy can contact Human Resources.

New Jersey Family Leave Insurance Benefits

Employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition, or to bond with a newly born or adopted child, may be eligible to receive family leave benefits through the state, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an associate is eligible for such benefits. There generally is a waiting period during which time no family leave benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

If you need to take time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child please advise your immediate supervisor and contact ADP TotalSource at (866) 217-0733 Option 1 or TotalSource.FMLA@adp.com to receive an application form.

Employees also may contact the Division of Temporary Disability Insurance for further information. You should maintain regular contact with your immediate supervisor during the time you are off work, so we may monitor your return-to-work status. In addition, you should contact your immediate supervisor or Human Resources when you are ready to return to work, so we may determine what positions, if any, are open to you.

When an employee applies for family leave benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation, sick or other paid time off available. If the employee has accrued but unused vacation, sick or other paid time off available, the employee will be required to use up to two (2) weeks of such time before becoming eligible for family leave benefits.

Please note, employees taking time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition or to bond with a newly born or adopted child and who receive paid family leave benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act, if applicable. Please see the “Family and Medical Leave” policy for eligibility requirements.

New Jersey Safe Act Leave

Under the NJ SAFE Act, an employee who is a victim of domestic violence, or a sexually violent offense may be eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
6. Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the New Jersey SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation, personal, or medical or sick time or leave the employee elects to use or which the Company requires employees to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the NJ Family Leave Act, or the federal FMLA, the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave as far in advance as reasonable and practicable under the circumstances. The Company may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Company will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

Non-Harassment

It is SerenaGroup's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, civil union status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to their Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the next level Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Employees may also contact the ADP TotalSource Employee Service Center at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

[New Jersey Family Leave Act](#)

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact their supervisor or ADP TotalSource.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must: 1) have been employed by ADP TotalSource or an otherwise covered Company* in New Jersey for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

*** Note that a covered Company under the FMLA and NJFLA is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.**

II. Entitlements

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration. The FMLA and NJFLA also entitle employees to certain written notices concerning their potential eligibility for and designation of leave.

A. Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12 or 24-month period is determined based on a rolling 12 or 24-month period measured backward from the date an employee uses his/her FMLA leave. It is the Company policy is to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or partner in a civil union - NJFLA only), son, daughter or parent (or parent-in-law - NJFLA only) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only); and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered 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) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members. (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or

incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a significant injury or illness.

FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a significant injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a significant injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "significant injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA) or the significant injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits during FMLA Leave

During FMLA leave only, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as an employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: 1) the employee is a salaried employee among the highest paid 5 percent of employees or one of the seven highest paid employees; and 2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee's leave already has begun, the employee must return to work within two weeks.

G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases

where leaves qualify for FMLA and/or NJFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

III. Employee FMLA and/or NJFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or NJFLA leave must timely notify the Company of their need for FMLA and/or NJFLA leave. The following describes the **content** and **timing** of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or NJFLA leave protections, employees must inform their supervisor or ADP TotalSource supervisor or ADP TotalSource ((866-217-0733), Option 1 or email: Totalsource.FMLA@adp.com) of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically or explaining the reasons for leave to allow the Company to determine that the leave is FMLA/NJFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status (FMLA only); or
- a family member is a covered servicemember with a significant injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

2. Timing of Employee Notice

Employees must provide 30 day's notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 day's notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees, who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

Employees must also follow the Company's usual and customary notice and procedural requirements when requesting FMLA/NJFLA leave, absent unusual circumstances. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/NJFLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/NJFLA, to the extent permitted by applicable law.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies.

The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The

Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, an employee returning to work from FMLA leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a significant injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Employees must contact ADP TotalSource at 866-217-0733, Option 1, periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA and/or NJFLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

F. Substitute Paid Leave for Unpaid FMLA and NJFLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time while taking unpaid FMLA and/or NJFLA leave. The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with an employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits, workers' compensation benefits and New Jersey Family Leave Benefits.

G. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued applicable group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies

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

However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in your Company Handbook as applicable or contact your supervisor or ADP TotalSource.

V. Questions and/or Complaints about FMLA/NJFLA Leave

If you have questions regarding this FMLA/NJFLA policy, please contact your supervisor or ADP TotalSource at 866-217-0733), Option 1 or email: Totalsource.FMLA@adp.com. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Pregnancy Accommodations

Implemented: 5/2018

Explain this to me:

New Jersey law (N.J.S. 10:5-12) prohibits an employer from treating, for employment-related purposes, a woman employee that the employer knows, or should know, is affected by pregnancy or breastfeeding in a manner less favorable than the treatment of other persons not affected by pregnancy or breastfeeding but who are similar in their ability or inability to work. Employers also are required to provide reasonable accommodation to women affected by pregnancy unless doing so would create an undue hardship on the business operations of the employer.

Including this policy in the employee handbook is optional. The law applies to employers with one or more employees in New Jersey. "Pregnancy or breastfeeding" means pregnancy, childbirth and breast feeding or expressing milk for breastfeeding, or medical conditions related to pregnancy, childbirth or breastfeeding, including recovery from childbirth.

In addition, employers must make available reasonable accommodations in the workplace for needs related to the pregnancy when the employee, based on the advice of her physician, requests the accommodation, such as:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules; and
6. temporary transfers to less strenuous or hazardous work.

In the case of an employee breast-feeding an infant child, the accommodation also may include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area for the employee to express breast milk for the child.

To determine whether an accommodation would cause undue hardship, the law identifies several factors to consider, including size of the employer's business, type of operations, the nature and cost of the accommodation needed and whether the accommodation would involve waiver of an essential job requirement.

Employers may not penalize the employee in terms, conditions or privileges of employment for requesting or using the accommodation. Workplace accommodation provided pursuant to this policy and paid or unpaid leave provided to an employee affected by pregnancy or breastfeeding should not be provided in a manner less favorable than accommodations or leave provided to other employees not affected by pregnancy or breastfeeding but similar in their ability or inability to work. This should not be construed as otherwise increasing or decreasing any employee's rights under law to paid or unpaid leave in connection with pregnancy or breastfeeding.

Policy Text:

Pursuant to New Jersey law, the Company prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of an employee for the employee's pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth provided that such employee's pregnancy, childbirth or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company.

Reasonable accommodations for the employee, may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules;
6. temporary transfers to less strenuous or hazardous work; or
7. reasonable break time each day to express breast milk.

For purposes of expressing breast milk, the Company will provide a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact Benefits Team Lead (ADP) 855-500-9588.

General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with SerenaGroup. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of SerenaGroup's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of SerenaGroup other than employment at-will may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in writing signed by the President or CFO of the Company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Sexual Harassment Policy

It is SerenaGroup's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment and there is a wide range of behavior that may violate this policy even if such behavior does not violate the law, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the next level Manager. Note: If your Supervisor or next level Manager is the person toward whom the complaint is directed, you should contact any higher level Manager in your reporting chain. Employees may also contact the ADP MyLife Advisors at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If you feel you have been subjected to any such retaliation, report it in the same manner you would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand SerenaGroup's Sexual Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is SerenaGroup's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to their Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the next level Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Employees may also contact the ADP MyLife Advisors at (800) 554-1802 if they are uncomfortable for any reason using the above procedure. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.