



Peña Family LLC.

**E M P L O Y E
E H A N D B O
O K**

THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT, AND IT MAY BE MODIFIED AT THE DISCRETION OF THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU IN ACCORDANCE WITH ITS TERMS. NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO ALTER YOUR "AT-WILL" EMPLOYMENT RELATIONSHIP WITH THE COMPANY.

11022 S 51st St, Suite 100, Phoenix, AZ 85044



Peña Family LLC was established in 1995. Our foundation is built on innovation, integrity, and family values. Our founder, Salvador Peña started the company with 15 employees. He along with his son, Jose Peña have grown the company to provide employment to more than 10,000 individuals and counting-thanks in large part to you.

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This Employee Handbook is designed to summarize Peña Family LLC personnel policies and benefits for employees. Its purpose is to inform employees of the rules concerning employment with the Company. Compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. With the exception of

the at-will employment policy, which can only be changed in a writing signed by the Chief Executive Officer, the Company reserves the right to modify, rescind, delete or add to the provisions of this Handbook from time to time in its sole and absolute discretion. The Company will notify employees of any significant changes that affect them. This Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this handbook and to deviate from them when, in its discretion, it determines it is appropriate.

Whether you are a new or continuing employee, it is expected that you read and be familiar with this handbook and the specific policies, procedures, and guidelines as an employee of Peña Family LLC. You are responsible for abiding by the contents of this handbook and the company's policies and procedures. Please keep in mind the contents of this handbook , as well as the company's policies and procedures, may change. You are encouraged to keep apprised of changes and consult your supervisor, and/or Human Resources for specific up to date information.

This Handbook applies to all employees regardless of their work site. It is our intent to comply with all applicable state and federal laws. To the extent any of the policies in this Handbook are inconsistent with state laws, the law of the state in which you are working will govern.

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Revised November 2021

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1|Employee Handbook

I. Equal Employment

1. Equal Employment

It is the policy of Peña Family LLC to provide equal employment opportunity to all without regard to race, color, religion, sex, age, national origin, disability, genetic information, pregnancy, military or veteran status, or any other status protected by law. All individuals are to be treated in a fair and non-discriminatory manner throughout the employment process.

2. Harassment

Peña Family LLC is committed to maintaining human dignity and protecting its employees from unlawful harassment, whether of a sexual nature or based on race, color, national origin, religion, age, national origin, disability, genetic information, pregnancy, military or veteran status, or any other status protected by federal and state laws, rules, and regulations. Unlawful harassment in any form, whether verbal, physical, or visual is prohibited and will result in disciplinary action, up to and including termination.

3. Retaliation

Peña Family LLC prohibits retaliation against anyone for raising a concern about, assisting in an investigation of, or filing a complaint concerning unlawful discrimination or unlawful harassment.

II. Conditions of Employment

Peña Family LLC Standards of Conduct outline the conduct required of all employees at all times.

1. Standards of Conduct

Peña Family LLC have established workplace standards of performance and conduct as a means of maintaining a productive and cohesive working environment. Peña Family LLC counts on common sense and professionalism in the actions of all employees. This is essential to providing a positive work environment. Therefore, conduct that is dangerous to others, dishonest, unethical, illegal, and/or abusive will not be tolerated. Violations of Peña Family LLC Standards of Conduct will be grounds for disciplinary action, up to and

including discharge from employment.

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II. Conditions of Employment

2. Prohibited Conduct

When an employee fails to meet Peña Family LLC established Standards of Conduct, his or her on-site manager may attempt to utilize progressive discipline so that the employee will be assisted in improving his or her performance or conduct, but is not required to do so. However, because Peña Family LLC employees are employed at-will and can be terminated or resign at any time for any or no reason, Peña Family LLC reserves the right to impose any type of discipline it deems appropriate, as determined by the Company in its sole discretion, up to and including immediate termination of employment .

The following list of offenses is not all-inclusive, but merely provides guidance to our employees concerning conduct that Peña Family LLC would define as unacceptable. Following are examples of behavior, performance or conduct that are not permitted and may result in disciplinary action, up to and including termination:

- Not reporting to work without prior notification
- Unauthorized possession, use, or removal of property belonging to us or any of our clients
- Failure to comply with all safety rules and regulations
- Reporting to work under the influence of alcohol, illegal drugs, or in possession of either item on company premises or work sites of client companies
- Lewd, unacceptable behavior, possession of weapons or explosives, and provoking, instigating, or participating in a fight
- Violation of the Company's policies prohibiting harassment, discrimination or retaliation
- Cell phone use or possession in production areas
- Insubordination, for example, refusal to carry out your supervisor's reasonable work request
- Falsifying records, including but not limited to time records, claims pertaining to injuries occurring on company premises or work sites of client companies, or personnel records
- Disclosing confidential information without authorization
- Disregard for established policies and procedures
- Excessive cancellations or tardiness
- Discourtesy to clients or fellow employees
- Unauthorized and/or excessive absenteeism
- Tardiness to work
- Misconduct / Disorderly conduct, including horseplay

Poor Attitude

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II. Conditions of Employment

2. Prohibited Conduct

- Poor work performance
- Use of abusive or threatening language
- Leaving work before end of scheduled shift without permission
- Neglect of job responsibilities and duties, including incompetence

This policy is written to comply with applicable law and will not be applied in a manner that restricts the flow of concerted employee communication about terms and conditions of employment. Peña Family LLC may use any type of discipline it deems appropriate in its sole discretion, including, but not limited to, verbal warning(s), written warnings), suspension, or immediate termination.

3. Work Hours

Operational needs vary from agency to agency, function to function, and time to time. Agencies may require coverage 24 hours per day, seven days per week, or only during usual business hours. There may be seasonal fluctuations or variations in workloads throughout the year based on the specific responsibilities of your assigned agency.

Your work schedule will depend on your agency, your position, and the area where you are assigned. Your position may require that you work overtime. In addition, your agency may have established attendance standards that you are required to follow. Your supervisor will explain working hours, attendance standards, and if applicable, flexible work schedules.

4. Agency Property - Security and Appropriate Use

Agency property is made available to employees to assist them in the performance of their job duties. Property which the Agency or Company furnishes for your use in conducting agency or company business includes, but is not limited to the following: phones

- printers
- personal and laptop computers
- radios
- cameras
- internet
- vehicles
- tools

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II. Conditions of Employment

Preventing the loss, damage, misuse or theft of agency and/or company property is the responsibility of each employee. If you have agency and/or company property in your personal possession, reasonable precautions should be taken to ensure its security. In the case of loss or damage, you must report the loss or damage to your supervisor and/or manager.

Peña Family LLC specifically prohibits employees from using agency owned or agency leased computer equipment to access, download, print or store any pornographic material.

Any use of agency property for other than company-business purposes must be exercised in accordance with policies and procedures.

5. Substance-Free Workplace

Employees are prohibited from the unlawful manufacture, distribution, dispensing, possession, and/or use of unauthorized controlled substances on agency and company premises or worksites, including agency vehicles. Employees may not be impaired by alcohol or drugs while on duty.

The use, possession, sale, or transfer of illegal drugs (including state-sanctioned marijuana) or alcohol on company or client property, in company or client vehicles, or while engaged in company or client activities is strictly forbidden. Being under the influence of drugs or alcohol while on company or client property, in company or client vehicles, or while engaged in company or client activities is also strictly forbidden.

Drug testing is mandatory after accidents. Employees are subject to random drug testing and/or where management has a reasonable suspicion that an employee is impaired or affected on the job by alcohol and/or illegal drugs in violation of this policy.

Employees violating this policy are subject to disciplinary action up to and including immediate termination and, consistent with state laws, possible denial of any workers' compensation benefits. Failure to consent to a test or any attempt to falsify or alter test results will also result in disciplinary action, up to and including termination.

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II. Conditions of Employment

6. Cell Phone Use

The use and/or possession of cell phones on the production floor, Barns, Processing, or any work site or while engaged in company or client activities is strictly forbidden.

Posting, live streaming, broadcasting and/or any social media use while engaged in company or client activities is strictly prohibited.

Employees violating this policy are subject to disciplinary action up to and including immediate termination.

III. Compensation and Classification

1. Pay and Salary Administration

You are paid for the hours you work. The pay rate is determined by your assigned agency. Compensation for overtime will be paid to non- exempt employees in accordance with applicable state and federal laws.

To ensure accurate accounting of your time, you are expected to use the agency's time and attendance system. Be sure to utilize the system prior to the start of your shift and at the end of your shift. You will be provided a summary of your total hours worked to review and sign. You have until Thursday of that pay week to report any discrepancies. Disputes will be considered invalid and no longer eligible for compensation following 20 days of the end of the work week in question. Failure to sign the summary sheet and/or report errors in a timely manner may result in a delay of your pay.

Official paydays are every Friday, for the one-week period that ends the previous Sunday. The payroll period begins at 12 a.m. Monday and ends the following Sunday at 11:59 a.m.

Employees may choose to register a Rapid Paycard as a form of payroll direct deposit or provide a valid bank account under their employee name for direct deposit pursuant of the banking regulations under the United States banking laws.

III. Compensation and Classification

2. Overtime

Your agency may require that you work overtime. All work in excess of 40 hours per work week must be approved in advance by your supervisor.

The Fair Labor Standards Act (FLSA) requires that non-exempt employees either be paid overtime at 1.5 times the employee's regular rate of pay or be credited with compensatory leave at the rate of 1.5 hours for every hour actually worked in excess of 40 hours per week or in excess of a work period as defined by the FLSA. Each FLSA non-exempt employee is required to select either overtime pay or compensatory leave for overtime compensation. An agency reserves the right to pay cash even if an employee elects to receive compensatory leave for overtime worked.

Exempt employees do not receive additional compensation for overtime.

For more specific information regarding your FLSA designation and for additional information regarding overtime and compensatory leave, check with your supervisor or contact your agency's Human Resources office.

IV. Employment

1. Employment Status

Employment with the Company is at-will, unless otherwise specified in a written employment agreement. This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. In connection with this policy, the Company reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, change in pay, or reassignment. No person other than the Chief Executive Officer of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing and signed by the Chief Executive Officer of the Company.

2. Assignments

You will be assigned an agency based on availability as well as your experience and skills. Be sure to record all important information. If you are unable to report to work to your assigned agency for any reason, notify your on-site supervisor.

IV. Employment

3. Points to Remember

Arrive on time every day to show your professionalism and commitment to quality performance.

Dress appropriately for the assignment. Your on-site supervisor will outline the client's dress code and other important rules concerning your assignment

Cell phones are prohibited in production areas. Ask family to contact your on-site supervisor in emergency situations where you must need to be contacted. Should you have an emergency, let your supervisor know.

V. Benefits

Pena Family LLC, is pleased to offer our team members and their families a generous and comprehensive benefit package that includes major medical, dental, vision, life and gap insurance.

New employees are eligible to enroll in coverages after 60 calendar days from their date of hire. Employees will need to complete and submit enrollment application(s) and coverage will begin the first day of the month after their satisfactory completion of this probationary period. Pena Family LLC will contribute 100% of the employee's premium for medical and gap coverage. Health Coverage is optional. You may opt out.

Employees wishing to add coverage(s) or add family members may do so during the annual enrollment period which is the month of November. Applications for changes must be submitted between October 1st and October 31st. All changes will become effective November 1.

See appendix for Medical, Dental and Vision Plan Summary of Benefits, Basic Life Insurance and Basic Accidental Death & Dismemberment (Employee Only) Summary of Benefits, and Transamerica Gap insurance overview.

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VI. Safety

1. Work-Related Injury

Workers' Compensation is a "no fault" system governed by Arizona law (ARS 23-901) in which injured workers receive medical and compensation benefits no matter who causes the job-related accident. If an illness or injury is job-related, the injured worker (also known as a claimant or applicant) receives medical benefits and may receive temporary compensation, if eligibility requirements are met. Workers' compensation pays for medical care and rehabilitation associated with a work related disability.

All workplace injuries must be reported to an on-site supervisor and documented using an accident report form.

In case of a workplace injury:

Employees seeking to access workers' compensation benefits must be seen at Peña Family LLC's designated occupational clinic before their claim can be evaluated (Clinics are listed on the Accident Report Form).

A need for medical attention relating to a workplace injury should be addressed at a designated clinic. However, employees needing to access urgent or emergency services before visiting the occupational clinic may do so wherever/whenever necessary.

Any employee with questions about medical treatment options relating to Worker's Compensation should consult with the Employee Service Center.

Emergency Treatment Leave

Leave without loss of pay shall be granted for emergency medical treatment for every employee injured during performance of assigned work. Employees who have returned to regular duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending verified, required physician appointment(s) specifically for treatment of the job related injury. The employee must notify the Employee Service Center of the incident and the status of his/her condition in accordance with the College's Environmental Health and Safety office and Workers' Compensation reporting requirements.

For the first 7 calendar days of absence for a job-related injury, an employee uses their accrued sick leave. If the absence continues into the 8th day, workers' compensation benefits begin. Should the disability absence extend beyond 14 calendar days, compensation is paid retroactively to the date of the injury.

Disability compensation is based upon 66-2/3 percent of the employee's average monthly wages, or the Average Monthly Wage (AMW) Statutory maximum, whichever is smaller. See the Industrial Commission of Arizona website.

VI. Safety

2. Safety Guidelines

Peña Family LLC's primary concern is for the safety and welfare of its employees. To accomplish this goal, guidelines have been established that recognize the responsibility of Peña Family LLC, our clients, and you, our employee. Peña Family LLCs' responsibility is to promote a safe and healthy workplace for all of our employees. Because the Peña Family LLC client and its on-site supervisor control the workplace, clients must demonstrate a commitment to accident-free workplaces. Our team approach to accident prevention and safe work practices will help create a working environment that promotes safety, health, and the professionalism that you and our clients have the right to expect.

Safety rules and safe work practices are designed to protect your safety, but they are only as effective as your willingness to cooperate. These guidelines are a condition of your continued employment. Know these guidelines and consider them required elements of your job assignment. Failure to abide by these policies may result in termination of your job assignment or in reduction or complete elimination of any related benefits.

All employees shall follow our clients safety and health rules, render every-possible aid to safety operations, and report all unsafe conditions or practices to the management.

Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.

Anyone known to be under the influence of drugs or intoxicating substances, which impair the employee's ability to safely perform the assigned duties, shall not be allowed on the job while in that condition.

Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well being of the employees are prohibited.

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VI. Safety

3. Reporting Unsafe Conditions & Work-Related Accidents & Injuries

Report any unsafe conditions immediately to your on-site client supervisor as well as the Peña Family LLC coordinator.

Notify your on-site client supervisor if you observe another employee engaged in an unsafe act.

Report any accident or injury that resulted from your job-related duties to your on-site supervisor and seek first aid. The injury shall be reported to your on-site supervisor no later than the end of the shift on which you suffered the injury.

Also, contact the Peña Family LLC Project Area Manager to report the incident.

All employees are advised of their right to access relevant exposure and medical records which the Company is required to maintain under OSHA's Access to Exposure and Medical Records and Record-keeping standards, or similar state requirements. This includes injury and illness records (i.e., OSHA 300 Logs). See HR for more information.

Employees have the right to report work-related injuries and illnesses.

Peña Family LLC is prohibited from discharging or in any manner discriminating against employees for reporting related injuries and illnesses.

4. Emergency Procedures

The on-site client supervisor will inform you of the location of emergency exits as well as evacuation assembly points. In the event of an emergency, follow the instructions of your on-site client supervisor.

5. Office Safety Rules

Although offices are relatively safe workplaces, accidents do occur, and usually in two main categories: Slip/Trip/Falls and Lifting.

Wear safe shoes to work, low heels, and closed toes.

Keep floor areas around your workstation free of boxes, extension cords, loose rugs, spilled liquids or other slip or trip hazards.

Keep desk and file drawers closed when not in use.

Always walk, do not run. Use handrails on stairs or ramps.

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Never climb on top of desks, chairs, or shelves. Use the proper stepladder or ask for assistance.

Avoid lifting loads over 40 lbs. in weight. If lifting is required, use the safe lifting procedure with a straight back, bend at knees, firm grip, and lift with legs.

Never try to move heavy office furniture by yourself. Get help.

Avoid bending at the waist or excessive twisting of the back – turn your feet in the direction you want to go and use the safe lifting procedure.

Know the location of first-aid kits, fire extinguishers, and how to report fires or accidents or other emergencies.

VII. Documents to be Completed

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RECEIPT OF EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have reviewed the Company's Employee Handbook. The

Handbook contains important information on the Company's policies, procedures, safety, and training. I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice.

Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and the Company's Chief Executive Officer.

This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. I understand that, with the exception of the at-will employment policy, the Company reserves the right to make changes to its policies, procedures and benefits at any time at its discretion. I further understand that the Company reserves the right to interpret its policies or to vary its procedures, as it deems necessary or appropriate.

You must read and understand all the components of this handbook. Before signing, if there are any areas, you do not understand, please have the Company's local branch office staff explain them to you. By signing this handbook, I acknowledge that I have read this handbook and understand its content.

Employee Print Name

Date Date

Employee Signature

Pena Family LLC Representative

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