



EMPLOYEE HANDBOOK

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THE WAY WE WORK

GENERAL POLICY

Hatch Bank (“Hatch” or the “Company”) is a caring and supportive employer and recognizes the value of a satisfied and motivated workforce. We value honesty, hard work, accountability, ingenuity, constant learning, and careful management of our resources. We provide our employees with a safe workplace and resources to be productive and successful. We reinforce our values with salary, bonuses and incentives, benefits and recognition programs that promote employee wellness, career advancement, and personal growth. We share our business successes with you.

Your employment relationship with Hatch is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice.

Hatch retains the right to manage its business including but not limited to, the right to determine the number, location and manner of operations, number of employees, and assignments of work; to transfer, promote, demote, lay off or terminate employees; and to set rules, suspend, discharge or take other corrective or disciplinary measures.

Any and all benefits, wages, bonus payments, or compensation of any and all other types, unless specifically vested or contracted for pursuant to a written plan approved by the Hatch Board of Directors or Executive Committee, are subject to and awarded at management’s sole and absolute discretion.

The content of this manual represents a source of general information concerning Hatch Bank’s policies, procedures, and work rules, as they exist on the date of publication. Employees are required to abide by Hatch’s policies, including this manual, information technology and security policies, and workplace safety policies, whether working on site, remotely, at a client location or work-related event. Failure to follow Hatch policies may result in corrective action up to and including termination of employment. This manual is not intended to create, nor does it constitute, a contract of employment or a promise or guarantee of benefits or policies stated in it.

This manual may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s). There may be specific state law provisions applicable to you depending on where you work when working at Hatch. If there are, Human Resources will provide you with a specific state law supplement to this Employee Handbook.

HUMAN RESOURCES ADDITIONAL SUPPORT

Pursuant to a services agreement between Firsttrust Bank (“Firsttrust”) and Hatch (as may be amended, modified, supplemented, or restated from time to time, the “Services Agreement”), Firsttrust provides certain human resources services to Hatch. The Chief Human Resources Officer of Firsttrust Bank is responsible for the oversight and management of such services. Any references to Human Resources or the Human Resources Department shall mean the Firsttrust Human Resources Department providing services to Hatch pursuant to the Services Agreement. Nothing in this Handbook shall affect or modify the separate corporate identities of Firsttrust and Hatch nor shall it constitute or be interpreted to constitute a partnership, joint venture, or interlocking agreement between Firsttrust and Hatch. Firsttrust is an independent contractor. In order to provide the services pursuant to the Services Agreement, the Human Resources Department maintains Hatch employee records, including, without limitation, payroll records, medical records, benefits, and job descriptions. Hatch employees are employees solely of Hatch, absent a written agreement to the contrary, Hatch management controls all decision making with respect to Hatch employees and has final decision-making power with respect to any and all employment-related decisions.

ORGANIZATION OF HATCH BANK

Board of Directors

The Board of Directors is responsible primarily for safeguarding Hatch's assets and promoting the Bank's service to the community. In executing these responsibilities, the Board provides direction to Hatch, establishes goals and objectives, determines basic policies, and evaluates operating results as well as management performance.

Corporate Management

The President is responsible to the Board of Directors for carrying out its directions and achieving desired results. His/Her direct reports are responsible for the development of strategic plans designed to achieve the overall business results and for execution of policy. Key members of the executive staff and direct reports to the President include the Chief Operating Officer, Head of Risk and Compliance, and Chief Financial Officer.

The President is responsible for managing the day-to-day operations of the Bank; providing the leadership, management and vision necessary to ensure that the Bank grows profitably in any new line of business; ensuring the proper risk and operational controls, administrative and reporting procedures, technology and people systems are in place to effectively grow the organization and to ensure financial strength and operating efficiency.

The Chief Financial Officer is responsible for managing the accounting, budgeting, and reporting for the organization; managing the investment and finance functions of corporate financial planning, asset/liability management, portfolio investment, liquidity, management reports, and management controls.

The Chief Operating Officer has overall responsibility for the Bank support functions including information technology and project management, and operations.

The Director of Risk and Compliance has overall responsibility for compliance and operations risk management including Bank Secrecy Act compliance, Customer Identification Policy (CIP), Office of Foreign Assets Control (OFAC), fraud/loss prevention, security, collections, and operational risk, interprets pending, new or current laws and regulations, which directly affect Hatch's practices and policies to ensure compliance with regulations.

STANDARDS OF CONDUCT

POLICY ON EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT

Hatch Bank is committed to ensuring equal employment opportunity. All employment decisions, policies and practices are in accordance with applicable federal, state, and local anti-discrimination laws.

Hatch will not engage in or tolerate unlawful discrimination (including any form of unlawful harassment or retaliation and bullying) because of a person's race; color; religion; creed; sex; pregnancy, childbirth, or related medical condition; sexual orientation or affection; national origin; citizenship; gender; gender identity; ancestry; age; genetic information; marital status; disability; covered veteran status; or membership in any other protected group nor will Hatch engage in or tolerate unlawful discrimination on the basis of perceived inclusion or membership in any protected group.

For example, and by way of illustration only, Hatch will not unlawfully consider an individual's membership in any protected group as defined above with regard to: sourcing, interviewing, hiring, compensation, benefits, training, assignment, evaluations, coaching, promotion, discipline, discharge, and layoff.

Moreover, Hatch makes good faith efforts to recruit qualified candidates. Hatch's policy on equal employment opportunity supports and is consistent with Hatch's commitment to enhancing inclusiveness.

This entire Policy applies to all of Hatch's officers, managers, supervisors, employees, and candidates. All such individuals are both protected under and restricted by this entire policy. You are protected in terms of your right to have a working environment free from unlawful discrimination, harassment and retaliation and other inappropriate conduct as described in this policy. You are restricted in terms of your being prohibited from engaging in bullying, unlawful discrimination, harassment and retaliation and other inappropriate conduct as described in this policy.

Policy Prohibiting Sexual Harassment

Sexual harassment is a form of sex discrimination, which Hatch will not tolerate. Consistent with the foregoing, the following behaviors are prohibited regardless of the sex(es) or gender(s) of the individuals involved:

- To threaten or insinuate, expressly or implicitly, that any person is required to submit to sexual advances or to provide sexual favors as a condition of employment, continued employment or any term, condition or benefit of employment, or that a person's refusal to submit to sexual advances or to provide sexual favors will affect adversely the person's employment, continued employment or any term, condition or benefit of employment;
- To make any employment decision or take any employment action based on a person's submission to or refusal to submit to sexual advances;
- To engage in unwelcome sexually-oriented or otherwise hostile conduct which has the purpose or effect of interfering unreasonably with another person's work performance or of creating an intimidating, hostile, abusive, or offensive working environment.

The following behaviors, communications, etc. are inappropriate, and as such, prohibited, in the workplace or when representing the Bank regardless of whether they are illegal:

- Linking/conditioning any employment decision, benefits, etc. to a subordinate's submission or refusal to submit to sexual advances;
- Demands or requests for sex;
- Repeated requests for dates (if the recipient says "No");
- Providing preferential treatment to someone with whom you are having a sexual or romantic relationship;

- Sexual assault;
- Unwelcome and/or inappropriate physical contact, such as patting, pinching, or brushing against another person's body;
- Sexual bantering, "jokes" and "teasing;"
- Sexual, suggestive, or biased "jokes;"
- Gender biased or stereotypic comments or other communications;
- Sexual flirtations, advances, or propositions;
- Verbal abuse of a sexual nature;
- Verbal commentaries about an individual's body, sexuality, or sexual orientation;
- Sexually-degrading words used to describe individuals;
- Discussions of or questions about sexual desires, fantasies, experiences, frustrations, etc.;
- Pornographic or obscene materials or other communications of any kind;
- Sexually-explicit or sexually-suggestive objects, cartoons, software, photos, pictures, etc.;
- Sexually-oriented or degrading gestures;
- Verbal or nonverbal innuendo of a sexual, suggestive, or biased nature;
- Other nonverbal communications of a sexual or suggestive nature, such as leers and gawks;
- Obscene, off-color, or otherwise hostile language of a sexual, suggestive, or biased nature;
- Any other behavior of a hostile or abusive nature directed at one sex, gender, or sexual orientation, even if not sexual in nature;
- Any other inappropriate behavior of the kind or similar to that referred to here or elsewhere in this policy.

It is important to remember that these prohibitions apply not only to oral and written communications, but also to e-mail, voice mail, Internet communications and searches, and other technology-assisted communications.

The prohibitions on inappropriate behavior set forth above apply not only in the workplace itself but also to all other work-related settings, such as meetings at customer work sites, as well as business trips and business-related social functions.

It is no defense to inappropriate behavior that there was no bad intent, that it was only a "joke," or that it was not directed at any particular person.

Harassment On Account Of/With Regard To Any Protected Group

Harassment based on an individual's membership in any protected group (for example, race, age, national origin, ancestry, or disability) is equally prohibited and will not be tolerated. The following behaviors, communications, etc. are inappropriate, and as such, prohibited, regardless of whether they are illegal:

- Derogatory comments about an individual's membership in any protected group;
- Jokes, comments, or stories which have the purpose or effect of stereotyping, demeaning, or making fun of any protected group, for example, racial "jokes," AIDS "jokes," or Catholic "jokes;"
- Nicknames which relate to a person's membership in any protected group;
- Verbal or non-verbal innuendo which relates to or reflects negatively upon any protected group, for example, mimicking a disabled employee's walk or an immigrant's accent;
- Hate symbols or other symbols which suggest the inferiority of any group, for example, "a white power sign;"
- Hostile, abusive, or demeaning behavior, including threats, directed at an employee because of such employee's membership or perceived membership in any protected group, even if not racial, ethnic, religious etc. in nature;
- Stereotypic or biased comments or slurs about any protected group, for example, "they don't work hard;"

- Any other inappropriate behavior of the kind or similar to that referred to here or elsewhere in this policy.

It is important to remember that these prohibitions apply not only to oral and written communications, but also to e-mail, voice mail, internet and intranet communications and searches, and other technology-assisted communications.

The prohibitions on inappropriate behavior set forth above apply not only in the workplace itself but also to all other work-related settings, such as meetings at customer work sites, as well as business trips and business-related social functions.

It is no defense to inappropriate behavior that there was no bad intent, that it was only a “joke” or that it was not directed at any particular person.

Social Relationships

Sometimes social relationships may develop at work. While you have a right to say “yes,” you also have an absolute right to say “no.” Keep in mind a supervisor may not date or attempt to date anyone who is a subordinate (direct or indirect). If you feel any unwelcome pressure to become involved with any officer, manager, supervisor, co-worker, agent, or non-employee with whom you come into contact in the course of your employment with Hatch, we urge you to use the complaint procedure set forth in this policy. If you let us know there is a problem, we can help! In the absence of a complaint pursuant to the procedure that follows, Hatch will assume that any relationship is entirely consensual and welcome.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact the Company’s Human Resources Department to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee’s ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee’s health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation as set forth in the Company’s policies regarding reasonable accommodation for pregnancy, childbirth, and related medical conditions as well as lactation

accommodation policies herein, where supported by medical documentation, and/or as required by applicable federal, state, or municipal law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to the Company's Human Resources Department.

Policy Prohibiting Retaliation

Hatch will neither engage in nor tolerate unlawful retaliation of any kind against any person who makes a complaint of unlawful discrimination, harassment, or retaliation, or serves as a witness or otherwise participates in the investigation process. Prohibited retaliation includes adverse tangible employment actions, such as denial of a raise or promotion and may include, in some circumstances, other material changes in the terms and conditions of employment. It is no defense of retaliation by any person (officer, manager, supervisor, etc.) even in circumstances when the complaint did not have legal merit. Prohibited retaliation under this policy will be handled in the same manner and subject to corrective action to the same degree as any other violation of this policy.

Discrimination, Retaliation, Harassment Advanced By Non-employees

The prohibitions against unlawful discrimination, retaliation and harassment set forth in this policy apply not only to the conduct of employees of the Bank but also to the conduct of non-employees (for example, customers, vendors, suppliers and contractors) with whom our employees come into contact in the course of their employment with Hatch. Consequently, if you feel discriminated or retaliated against, or harassed (sexually or otherwise) by a non-employee in the course of your employment with Hatch, you should use the procedure set forth below. Conversely, the prohibitions against unlawful discrimination, harassment and retaliation set forth in this policy apply to your conduct relative to non-employees with whom you come into contact in the course of your employment with Hatch.

What To Do If You Feel You Have Been Subjected To or Witness Discrimination, Harassment or Retaliation – “If you see something, say something.”

If you believe that you may have been, or anyone else may have been, unlawfully discriminated against, harassed by or retaliated against by any officer, manager, supervisor, co-worker, agent or non-employee in violation of this **Equal Employment Opportunity Policy**, you should report your concerns immediately to your Human Resources Business Partner or the Chief Human Resources Officer. If your concern is with the Human Resources Business Partner or the Chief Human Resources Officer, you can speak to the President of Hatch Bank.

Hatch encourages open and respectful dialogue as a means to foster an inclusive workplace and community. This is not limited solely to the victims of unlawful discrimination, harassment, or retaliation on the basis of any protected class. We all are responsible for fostering a community of respect and inclusivity. If you witness any violation of Hatch's Equal Employment Opportunity Policy or policy against unlawful discrimination, harassment, and retaliation in the workplace, whether by a co-worker, a vendor, a customer, or anyone else, you are encouraged to speak with any of the individuals identified above or to report the behavior in accordance with Hatch's Open Door Policy as described in the Hatch Bank Dispute Resolution Program. Similarly, if you have any question as to whether certain conduct is unlawful discrimination, retaliation, or harassment, you are encouraged to speak with any of the individuals identified above.

All complaints will be investigated promptly, and the existence and nature of your complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or as may be necessary to take appropriate corrective measures. Hatch will neither engage in nor tolerate any form of unlawful retaliation against any person for making a complaint alleging unlawful discrimination, harassment, or retaliation, or for serving as a witness or otherwise participating in the investigatory

process. If you are not entirely satisfied with how your complaint has been handled, for whatever reason, you may appeal your complaint to the Chief Human Resources Officer or the President of Hatch. Your appeal should be in writing to help ensure that the person you contact is clear that you wish to appeal. While we encourage you to be detailed, it is sufficient to say, "I wish to appeal my EEO complaint."

In addition, the federal EEOC and—for employees in the State of California, the California "CRD"—will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov and/or, for California employees, at <https://calcivilrights.ca.gov>.

Sanctions For Violations of Hatch's Equal Employment Opportunity Policy

Any officer, manager, supervisor, employee, agent or non-employee who, after appropriate investigation, has been found to have engaged in unlawful discrimination, harassment, retaliation, and/or inappropriate behavior inconsistent with this policy (even if not unlawful) will be subject to appropriate corrective action, up to and including termination of one's employment or other relationship with the Bank.

If the Bank concludes, after appropriate investigation, that there has not been any unlawful discrimination, harassment, retaliation, and/or inappropriate behavior inconsistent with this policy, the parties will be so informed. In these circumstances, while the accused will not be subject to corrective action, the prohibition on unlawful retaliation still shall apply.

DRUG FREE WORKPLACE

Hatch Bank complies with all applicable federal, state, and local laws regarding use, possession, and/or distribution of drugs in the workplace. Accordingly, it is Hatch Bank's policy to have a 100% drug-free workplace for all of its employees. "Drug" is defined as any chemical substance for which the employee does not have a physician's prescription for a specific purpose, and includes, but is not limited to illegal drugs, legal prescription drugs not used in accordance with a physician's prescription, alcohol, inhalants, and any other chemical substance. You may not use, possess, manufacture, dispense, distribute, sell, or be impaired by any Drug in the workplace, while on Hatch Bank premises or at any place while conducting business for or on behalf of Hatch Bank.

If your doctor prescribes medication for you, including but not limited to medical marijuana, it is your responsibility to ensure your ability to work within the standards of care normally accepted for your position. In addition, you must ensure that your safety and the safety of others will not be affected by your taking the medication. Failure to meet these standards may lead to corrective action, up to and including termination from employment. In addition, employees may be disciplined or terminated for possessing, or using marijuana in the workplace, regardless of whether they have a valid prescription for such use.

If you have a problem with drugs and/or alcohol and wish to undertake rehabilitation, you may be eligible for a leave of absence. It is your responsibility to seek help. No one will be discriminated against for undertaking rehabilitation.

Testing

Hatch Bank reserves the right to require an employee to undergo drug and/or alcohol testing under the following circumstances:

- **Reasonable Suspicion Testing: An employee may be asked to submit to testing when Hatch Bank has a reasonable suspicion that the employee is under the influence of drugs or alcohol. A reasonable suspicion may arise from, among other factors, an employee's appearance, behavior, or speech, a co-worker's report or complaint, the presence of drugs or drug paraphernalia in the employee's immediate work area, or other evidence of**

performance decline or behavioral changes.

- **Post-Accident Testing:** Testing may be required following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from such accident or violation, provided that the circumstances give rise to a reasonable suspicion that the employee may be impaired by drugs or alcohol.

Testing Methods and Collection Procedures

Testing may take the form of urinalysis, blood tests and/or testing of breath, saliva, hair, and/or other samples. Samples will be collected in a manner to protect the privacy of the individual to the greatest extent possible. Sample testing will comply with scientifically accepted analytical methods and procedures and will be conducted at an approved third-party laboratory. Sample collections will be documented through proper labeling and chain-of-custody procedures and will be stored and transported in a manner reasonably designed to preclude the possibility of sample contamination, adulteration, or misidentification. Any positive drug test results will be confirmed by use of a chromatographic technique, such as a gas chromatography-mass spectrometry or another comparably reliable analytical method.

Information and records relating to test results will be kept confidential to the extent required by law. Individuals may, upon request, obtain the written results of any tests conducted on that individual, and will have the opportunity, upon request, to explain the positive test result in a confidential setting.

Consequences for Policy Violation

Upon notice of any violation of this policy, Hatch Bank may initiate one or more of the following actions:

- **Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program through Hatch's employee assistance plan, or rehabilitation programs approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency;**
- **Take appropriate corrective action against such an employee, up to and including termination of employment.**

If you are struggling with addiction or substance dependency, we urge you to seek immediate assistance. Carebridge is our employee assistance program available to employees and their immediate family members with a wide variety of counseling, well-being, and other services. Carebridge has a seasoned team of highly trained and qualified professionals who will assess your needs and assist you with finding relevant resources to help you combat alcohol or substance abuse. Your outreach to them is free and confidential. Carebridge is available 24/7 at 1-800-437-0911 or download the Carebridge app from the App Store or Google Play.

Hatch Bank does not discriminate or retaliate against any qualified individuals with a disability and will implement this policy in compliance with the Americans with Disabilities Act and applicable state law. In addition, Hatch Bank does not discriminate or retaliate against individuals who are medical marijuana cardholders, in accordance with applicable state law. Hatch Bank will keep information concerning test results confidential to the extent required by law. Hatch Bank may search employee personal property located on Hatch Bank's premises including, but not limited to, work areas, desks, coat pockets, purses, backpacks, gym bags, briefcases, file cabinets, lockers, vehicles, and any other item or location where Drugs may be present. The unauthorized presence of Drugs, or the refusal to consent to a search, may result in corrective action, up to and including termination.

ON THE JOB

DEFINITIONS OF EMPLOYMENT CATEGORIES

EXEMPT EMPLOYEE – An individual who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) because they are classified as an executive, professional, administrative or outside sales employee, and meet the specific criteria for the exemption. With some limited exceptions, exempt employees must be paid on a salary basis.

NON-EXEMPT EMPLOYEE – An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (as well as any state overtime provisions). Nonexempt employees may be paid on a salary, hourly or other basis.

REGULAR FULL-TIME - Employees who are scheduled to work 30 or more hours per week on a regular basis. These employees are normally eligible for all employee benefits and group insurance programs.

REGULAR PART-TIME - Employees who are regularly scheduled to work at least 20, but less than 30 hours per week. Part-time employees are not eligible for insurance programs but may be eligible for 401(k) plan participation if their hours worked exceed 1,000 hours in a calendar year and other select benefits (see EMPLOYEE BENEFITS).

PEAK-TIME - Generally, peak-time employees work less than 20 hours per week. Peak-time employees are not eligible for any benefits, except for Discounted Banking Services and Employee Assistance Programs (i.e., Carebridge, Guardian Nurses).

TEMPORARY - Anyone hired for a specific and limited period (e.g., summer) or for a specific defined task. Upon completion of the pre-arranged time or task, their employment is ended. Temporary employees may be either full-time or part-time and are not eligible for any benefits.

ATTENDANCE, OVERTIME AND TIME TRACKING

Hatch Bank has a standard 40-hour work week, although individual working hours may vary according to office requirements. Full-time employees typically work 40 hours per week, but at a minimum must work at least 37.5 hours per week, with at least a half-hour meal break each day. A workweek is defined as the seven-day period from Monday through Sunday.

Normal working hours may vary by department. Your supervisor is responsible for setting work hours so that each area is adequately staffed at all times. Employees are expected to report to work on time, and to be ready to perform their jobs when business hours begin.

Attendance and punctuality are very important parts of the employee job performance. Absenteeism places a burden on other employees who have to perform the absent employee's duties. Absenteeism and lateness can cause scheduling problems for the department and can adversely affect our ability to serve our customers. For these reasons, a pattern of excessive absenteeism and/or lateness will not be tolerated and is subject to corrective action.

Occasionally, it is necessary to be absent from work due to illness or circumstances beyond your control. When an employee has an unscheduled absence from work or will be late, they should contact their immediate supervisor directly. Such notification is to be made as soon as possible but no later than within 30 minutes before the normal starting time. If your supervisor is not available, you must leave a voicemail message. It is your responsibility to speak to your supervisor or team leader personally and keep your supervisor informed every day as to when you expect to return to work. It is also your responsibility to record your absences in our attendance and time tracking software. When you have an unscheduled absence, you must use your sick time off followed by your vacation time off.

Progressive corrective action, up to and including termination of employment, may result for employees who are repeatedly absent and/or late to work or who fail to keep their supervisor informed regarding an absence or lateness as detailed in this section.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter, creating increased administrative burdens. The first instance of a no-call/no-show will result in a final written warning. The second separate offense may result in termination of employment with no additional corrective action steps. Any no-call/no-show lasting 3 days is considered job abandonment and will result in immediate termination of employment.

Work Arrangements – In office, Hybrid, and Remote Work

Hatch supports making the work environment “work” for employees by providing varied arrangements. These include the following: Variable work hours, reduced or part-time schedules, compressed workweek, hybrid schedules, and remote work. Each employee should work with their manager to determine an appropriate work arrangement based on balancing the needs of the business operations and employee requests. Managers shall discuss these arrangements with their senior manager and should regularly review work arrangements as warranted by business needs.

Employees permitted to work hybrid schedule/remotely must continue to abide by Hatch’s policies, including this manual, Hatch’s Information Technology Policy Manual, and workplace safety policies. Non-exempt employees who are permitted to work remotely must comply with Hatch’s timekeeping practices and employees must accurately record all working time.

Pay and Overtime

Employees are paid on a biweekly basis every other Friday, on a one-week lag. That pay will include regular hours worked through the previous Sunday, plus any overtime pay earned during the pay period. Supervisors must authorize non-exempt employees’ overtime in advance. Non-exempt employees will be paid an overtime rate of time and one-half for any hours worked in excess of forty hours in one given workweek. Compensatory time off may not be granted in lieu of paying overtime. Note: Paid time off such as sick time off, Holidays, and Vacation time off does not count as hours worked.

Time Tracking

Non-exempt employees are required to complete time sheets showing the total number of hours worked each week to include starting time, lunch break (in and out) and leaving time. Time sheets constitute the official record of hours worked and are the basis for determining pay. Any employee who purposely falsifies one’s timecard or, in the case of managers, a subordinate’s timecard may be subject to corrective action up to and including termination of employment. An employee may not sign-in or work more than five (5) minutes before their scheduled hours begin or sign-out, or work, more than five (5) minutes after their scheduled hours end, except with the specific authorization of their supervisor. Managers must verify the hours recorded by their employees is accurate and approve their employees’ timecards by stated payroll deadlines.

Exempt employees shall record only absences of at least half day increments, other than for FMLA. Attendance records will be reviewed regularly by each department manager for accuracy and compliance with Hatch’s policies.

Meals and Breaks

Breaks or rest periods during the day can benefit a department’s productivity. Breaks are considered time worked, shall be short, and must not interfere with the performance of other team members. Employees

on break must remain on company property. The break policy for a department is solely at the discretion of the department manager.

All employees should take at least a half-hour meal break during a workday of five or more hours. Employees on meal breaks are not required to stay at or near their workstations and should not perform any work-related duties.

Whether breaks for meals or rest need to be provided and, if so, for how long, are matters that are legally controlled, if at all, by state standards. Please contact your manager for information about meal and rest period policies and/or practices.

CONFIDENTIALITY OF EMPLOYEE RECORDS

Information contained in an employee's file is confidential. It shall be disclosed only on a need-to-know basis or upon presentation of a duly authorized subpoena as advised by the Legal Department. Access to the file is limited to Human Resources staff, the employee's supervisor, Internal Audit, regulatory agencies, the employee (under the supervision of an HR staff member), and, if in response to a subpoena, appropriate members of the Legal Department. Improper disclosure of confidential information, including but not limited to medical history, may result in corrective action up to and including termination of employment.

Access to Employee Personnel File Policy

Employee personnel records are maintained by the Human Resources Department. As required by law, some records relating to medical issues and internal investigations are maintained in separate files. For purposes of this policy, a personnel file includes records related to performance and training as well as other records used for hiring, promotion and disciplinary decisions. The personnel file does not include any reference checks, medical records, or investigation files.

Employees, or their legal representative, may request access to their personnel file by submitting a request to Human Resources in writing. Upon receipt of the written request, Human Resources will schedule an appointment for the employee, or their legal representative, to view the file during normal office hours. Employees and their legal representatives are not permitted to remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses will be attached to the original document in the personnel file.

Employees and their legal representatives may also request copies of documents in their personnel file. Requests for copies must be made in writing to Human Resources.

Keep Us Informed

Keeping your records correct and up to date is important because it enables the Bank to reach you in an emergency, properly maintain your insurance and other benefits, and compute your payroll deductions. In the event of changes in personal information (i.e., name, address, telephone number, marital status, beneficiaries, number of dependents, emergency contact information, and/or payroll direct deposit account), employees must complete the address change form in the time and attendance system – Dayforce. HR may require additional forms to be completed to execute the change.

COMMUNICATIONS AND PROBLEM SOLVING

Open and frequent communication between you and your supervisor is the foundation for a satisfactory working relationship. Hatch management is committed to providing you an "open door" for questions and concerns. Your responsibility is to use this channel to voice your questions and concerns.

There are a variety of ways through which you can solve problems without fear of retaliation. Whenever possible, try to solve your problem by talking with your supervisor first. If this does not help, you may take your problem to the next higher level of management. You may also feel free to consult confidentially with a Human Resources Business Partner, who will guide you in the problem-solving process.

Depending on the nature of your problem, Hatch's Dispute Resolution Program is also available to you to handle difficult situations. You may access a copy of the Dispute Resolution Policy in the HR portal: [Microsoft Word - Dispute Resolution Program Hatch December 2025](#)

WORKPLACE STANDARDS

Good Housekeeping

The nature of our business demands that we be accurate and efficient in our work, and careful with valuable business documents. All employees should periodically review and make sure they comply with the Clean Desk Policy. It is also important that we convey such an image of ourselves to our customers. For us to satisfy these demands, we must keep our working quarters neat and well arranged. "Good Housekeeping" also requires taking proper care of the common areas, office supplies, and equipment we use in order to minimize waste and repairs.

Personal Telephone Calls, Text Messages, Mail, Internet, or E-Mail

With the exception of emergencies, personal communications (i.e., telephone calls, text messages, and personal emails) should not be made or received during business hours. If a personal communication must be made or received, the time spent in conversation must be kept to a minimum.

Hatch Bank should not be used as an address for receiving personal mail. The Bank's mail system and postage machines must never be used for outgoing personal mail.

Please refer to our Information Technology Policy Manual for the full policy concerning acceptable use of company email, internet, communication devices, and social networking sites.

Professional Appearance Policy

Each employee contributes personally to a favorable public impression of the Bank by one's dress and grooming. Your professional appearance helps to reassure our customers that their confidence in us is well-placed and demonstrates your respect for the Bank, its customers, and your coworkers.

You are expected to dress in the business-like manner that is appropriate to your job following the guidelines set forth by your specific department or manager. This will be more formal in customer contact functions than in support functions. However, for all employees this is defined at the minimum as neat, clean, and coordinated. Hair, including facial hair, if applicable, shall be clean and neatly groomed. Proper shoes shall be worn at all times. Heavy scents, and any extremes of fashion are not acceptable.

Employees who work in our Horsham Operations Center or Whitemarsh Corporate Office may dress "business casual" every day. At Hatch, this means comfortable and business-like. Business casual attire includes, but is not limited to, casual pants and jeans without holes, frays, etc.; skirts; dresses; shirts with collars; crewneck or V-neck shirts; blouses; golf and polo shirts; casual slip-on or tie shoes; dress sandals; and clean athletic shoes. If you are planning to meet with a customer at their site, please determine what their appearance policy is in advance, or wear appropriate business attire. As always, employees are encouraged to exercise judgment and good taste in selecting the appropriate apparel and grooming for our work environment. If in doubt, wear business professional attire. If you desire an

accommodation for religious or cultural reasons, because of a medical condition, or for any other reason, please speak with your manager or with Human Resources.

Managers shall determine when an employee's appearance is not appropriate for their setting and take action including requiring the employee to go home to change into appropriate apparel or take other corrective action, as appropriate.

Tobacco-Free Workplace Policy

Hatch Bank complies with all applicable federal, state, and/or local laws regarding the use, possession, and/or distribution of tobacco, including tobacco products, within the workplace. Accordingly, Hatch Bank is a tobacco free workplace to the extent permitted by law. This policy includes all tobacco products and electronic cigarettes, including e-vapes and other electronic smoking devices. Consistent with our mission, we strive to provide a clean and healthy environment, and to promote good health and well-being for our customers and employees. Smoking, vaping, or any other tobacco use by employees is prohibited inside all Bank facilities.

Although Hatch does not encourage tobacco use, any chewing, smoking, or vaping must be done outside and away from the building discreet to customer viewing. Employees must dispose of all chewing tobacco, cigarette butts, cigars, matches, and other smoking or vaping paraphernalia safely and in the appropriate receptacles. Employees may use the smoking facilities during breaks and unpaid time. Supervisors are expected to fairly administer productivity standards for all of their employees.

WORKPLACE ACCESS HEALTH & SAFETY GUIDELINES

The health and safety of our employees, customers, and visitors remains paramount within our Workplace. While employees may be absent from work for illness from time to time, Hatch has adopted policies and procedures to limit the transmission of contagious illnesses within the Workplace. All employees working in any company facility or meeting with customers or other employees in any location are required to follow these guidelines without exception. All employees are further required to abide by all Hatch policies, including the Employee Handbook, Information Technology Policy Manual, and workplace safety policies, whether working on-site or remotely. Failure to follow any Hatch policies may result in corrective action up to and including termination of employment. As used in these Workplace Access Health and Safety Guidelines, the term "Workplace" is defined as any premise owned or occupied by Hatch, including any of its affiliates or subsidiaries.

Workplace Guidelines

One or more of the following symptoms below may indicate you have a common respiratory viral illness related to COVID-19, flu, or RSV.

- Fever or chills
- Cough, shortness of breath or difficulty breathing
- Fatigue
- Headache
- Sore throat
- Congestion or runny nose
- Other

Respiratory Virus Recommendations (including COVID-19)

Stay at home and contact your manager should you have symptoms associated with a respiratory viral illness.

Recommended actions when ill with a respiratory virus:

- **Stay home and away from others**
- **Return to work after you are fever free for 24 hours without fever reducing medication**
- **Overall symptoms are improving**

Once an employee returns to work, they should take additional preventative measures over the next five days, such as wearing a well fitted mask, distancing from others, good hygiene such as washing hands frequently, and/or getting testing for respiratory viruses.

As part of the guidance, Centers of Disease Control “CDC,” offers the following:

- **Stay up to date with vaccinations to prevent more severe illness**
- **Practice good hygiene with sanitizing surfaces and hand washing, covering, coughs/sneezes**
- **Cleaner Air**

For more information on common respiratory illness - [Respiratory Virus Guidance \(cdc.gov\)](https://www.cdc.gov/respiratory/index.html).

SAFETY & SECURITY

Working Conditions

The safety of all Hatch employees is very important to us and the organization makes every reasonable effort to provide safe working conditions. Most accidents occur because of unsafe acts rather than unsafe conditions. Safety is everyone’s responsibility. Employees are urged to report any unsafe conditions to their supervisors and/or the Facilities department immediately.

Policies, including this manual, may be amended from time to time to address unique health and safety issues, including, but not limited to, those that may arise during a pandemic. In these cases, Hatch may issue interim safety rules and guidelines, including guidelines consistent with those issued by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), the Occupational Safety and Health Administration (OSHA), and any state or municipal guidelines applicable to your work location. You are required to comply with all Hatch rules and guidelines, as well as any applicable federal, state, and local laws regarding workplace safety and public health guidelines and restrictions. Hatch may institute mandatory remote work arrangements to the extent feasible and consistent with business necessity or may change your schedule or work location to minimize the number of employees in the Workplace at any given time.

Not all job functions can be performed remotely. In the event Hatch implements temporary remote work arrangements due to health and safety concerns Hatch will consider whether certain job functions can be performed remotely on an ongoing basis including whether the work activities can be performed effectively outside of the office.

Hatch reserves the right to modify its policies at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy Workplace. Hatch may implement specific requirements to enter Hatch premises and when attending in-person meetings, when using any common areas while on Hatch premises, when interacting with other employees or while working, and when meeting with customers, clients, or vendors wherever located.

Hatch may require separate agreements and acknowledgments by employees to such modification or additional policy prior to returning to work on-premises or to commence or continue a remote work arrangement. Each employee’s full cooperation and full compliance with this and other health and safety workplace policies is necessary to make them effective. If an employee requires an accommodation

regarding a particular health and safety workplace policy, the employee should follow the reasonable accommodation procedures set forth in this Manual.

Accidents or Injuries

If an employee or customer experiences an accident or injury on Bank premises, no matter how seemingly small, your supervisor should be notified immediately.

Upon notification of an injury, the supervisor is required to notify the Legal Department if the accident/injury involves a customer or other visitor (contractor, vendor, etc.), or to notify Human Resources if the accident/injury involves an employee.

Security

Unauthorized persons are not permitted to wander our facilities. Employees should be vigilant when using a security fob to access secured areas and not let in unknown or unauthorized people. Employees should question strangers, direct them to public areas, or notify a supervisor immediately in the event of any suspicious individuals or activities on the premises.

Employees are urged to safeguard their personal items by making sure their valuables are secured, placed out of sight, and not left atop of work areas. When parking is available on Hatch grounds, it is at the person's own risk. Likewise, if personal property is left in any car parked on the Bank's grounds, it is left at the person's own risk. Hatch does not accept responsibility for the loss of personal property.

If a situation warrants, Hatch Bank also reserves the right to search an employee or their personal property located on Hatch Bank's premises, including, but not limited to, work areas, desks, coat pockets, purses, backpacks, gym bags, briefcases, file cabinets, lockers, vehicles, and any other item.

Workplace Threats or Violence

Hatch is committed to preventing Workplace violence and to maintaining a safe work environment. In order to do so, Hatch has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on Hatch's premises.

All employees, including managers and temporary employees, customers and vendors, and business associates should be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others or inappropriate.

Conduct that threatens, intimidates, or coerces another employee, a client, a vendor, or a member of the public at any time, whether on Bank premises or representing Hatch off Bank premises, will not be tolerated. Hatch resources may not be used to threaten, stalk, or harass anyone at the Workplace or outside of the Workplace. Hatch treats threats coming from an abusive personal relationship as it does other forms of violence. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, sexual orientation, gender, race, age, or any characteristic protected by federal, state, or local law.

All threats of, or actual violence, both direct and indirect, should be reported to your manager, Human Resources, or any other member of management. This includes threats by employees, as well as threats by clients, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Employees should not place themselves in danger, nor should they attempt to intercede during an incident. Employees should promptly notify Human Resources of any protective or restraining order that they have obtained that lists the Workplace as a protected area.

All suspicious individuals or activities should also be reported as soon as possible to a manager or Human Resources. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of the investigation, Hatch may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines may be subject to prompt corrective action up to and including termination of employment.

Employee and Management procedures for handling a crisis, other than an actual or attempted bank robbery, involving violence in the workplace include:

If you are faced with a violent individual:

- **Don't resist;**
- **Call the police (911) if possible;**
- **Make eye contact;**
- **Stop what you are doing and give that person your attention;**
- **Speak calmly – try to build trust;**
- **Be honest and open;**
- **Listen – let the person have one's say;**
- **Offer feedback to assure that you understand;**
- **Try to reach a peaceful compromise – then listen.**

After the crisis is over, call the police if you have not yet already done so. Try to remember the following steps:

- **Do not touch or change anything at the scene;**
- **Do not clean up, wash, or change clothes;**
- **Carefully and accurately describe what happened, the attacker, and any previous threats;**
- **Be examined by a physician if necessary;**
- **Complete an Incident Report and send it to Human Resources.**

EMPLOYEE BENEFITS

We care about the well-being of our employees and partner with you in a variety of ways to improve your physical, mental, and financial wellness. A description of medical, wellness, life and retirement benefits can be found in the Benefits Guide in the BenePortal and in the applicable plan documents. In the event of any inconsistencies, the plan documents are controlling.

PAID TIME OFF

HOLIDAYS

Hatch recognizes certain national and banking holidays by closing its offices. The Holiday Schedule is published annually on the employee intranet calendar in addition to the BenePortal at the following link: [Holiday Schedule \(firstrusthr.com\)](http://firstrusthr.com)

All full-time employees will be paid for holidays when the holiday falls on a normal working day. If the holiday falls on a Saturday or Sunday, the decision whether or not to grant a compensatory day will be made by executive management.

Part-time employees who work over 20 hours per week will be paid for each holiday as follows:

Part-time employees who regularly work on the same days will be paid for holidays in the full amount of hours that they are normally scheduled to work that day. If the employee is not normally scheduled to work that day, they are not eligible to receive the corresponding holiday pay.

Employees who work on varying days within a pay period will be paid the average number of hours they work per day, for each holiday throughout the year. This average should be calculated by dividing the number of scheduled hours per week by 5 days.

Employees who are authorized to work on a holiday will be paid regular time for the hours worked on the holiday as well as holiday pay.

VACATION DAYS

There is a need and a value for vacation periods, and the Bank encourages each employee to take the vacation time of one's choice consistent with this policy and subject to departmental staffing needs.

All eligible employees must take vacation that includes 5 consecutive days that the bank is open for business. If a holiday falls on your chosen vacation week, this **does not** count as a consecutive 5 days. Hatch Bank reserves the right to schedule vacations and to change vacation schedules when necessary.

Eligibility and Allowance

Full-time and part-time employees, who are regularly scheduled to work at least 20 hours per week, shall become eligible for paid vacation benefits on date of hire. New employees shall be eligible for paid vacation within the calendar year of their employment according to the following schedule:

Hired between January 1 – March 31

Non-exempt employees	2 weeks
Exempt employees	3 weeks

Hired between April 1 – June 30

Non-exempt employees	5 days
Exempt employees	2 weeks

Hired between July 1 – August 31

Non-exempt employees	3 days
Exempt employees	1 day for each full month of employment

Hired between September 1 - 30

All new employees	1 vacation day this calendar year
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Hired after October 1

	0 vacation days this calendar year
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Vacation eligibility is determined as of January 1st each calendar year. Eligible employees shall receive paid vacation according to the following schedule:

Non-exempt employees	
0-2 full years	2 weeks
3-4 full years	2 weeks and 2 days
5 full years	3 weeks
Exempt employees	3 weeks

Vacation time for the year is able to be used in January, however, it is “earned” throughout the year based on the individual’s vacation-eligible time worked during the year.

The following chart reflects the method used to calculate accrual of vacation for each calendar year:

Vacation Eligibility	Accrual Rate: Days accrued per month of active
2 weeks	0.83
2 weeks and 2 days	1.00
3 weeks	1.25

Pay of Vacation Time

Full-time employees who work 80 hours biweekly are paid Vacation time at their regular rate of salary based on 8-hour days.

Employees who work less than 80 hours biweekly are paid Vacation time at their regular rate of salary based on the following number of hours per day:

Part-time employees who regularly work on the same days within a pay period are paid based on the average amount of hours worked each day over the pay period. This is calculated by dividing the total number of scheduled biweekly hours by the total number of days the employee is scheduled to work biweekly.

Part-time employees who work varying days within a pay period are paid based on the average amount of hours worked over two “standard” work weeks. This is calculated by dividing the total number of scheduled biweekly hours by 10 days. Please note, once a Vacation day is taken and processed in payroll, it cannot be re-characterized as any other type of pay or unpaid time off.

Rollover Vacation Time

We encourage all employees to use all earned Vacation within the calendar year. If you do not use your Vacation, your unused days will be rolled over automatically into the following year up to a maximum balance of one and a half times your annual vacation time allotment.

Procedures

Time off - If two or more employees in a given department request the same vacation period and the department can accommodate only one request, preference may be based on a variety of considerations including workload, who first requested the time off and/or seniority. Managers shall resolve these conflicts in the manner which best accommodates both personal and business needs.

Holidays – In the event a legal holiday occurs during a scheduled vacation week, a Vacation day will be restored and may be taken at the convenience of the department.

Scheduling – Each department manager shall solicit annual vacation requests in the first quarter of the year to facilitate planning for staffing and service delivery. Individuals shall make all vacation requests at least (2) weeks in advance of the planned vacation. Vacation time shall be taken in no less than hourly increments for non-exempt employees and half day increments for exempt employees.

Reporting – All Vacation and Sick days must be electronically submitted by the employee and approved by the manager in Dayforce as soon as reasonable but no later than the end of the payroll period during

which time off was taken. Managers are responsible for reviewing and approving the accuracy of all time keeping records in advance of the bi-weekly deadline for payroll processing.

SICK DAYS

It is recognized that employees need sick time off for personal or family illness, to conduct personal business, to observe ethnic or religious holidays, or for wellness reasons. It is also true that unscheduled absences from work can place a burden on coworkers. Except for occasions when Sick days are used for unexpected personal/family illness or personal emergency, employees should request Sick days in advance whenever possible to ensure adequate staffing for your work area. Sick days must be used in no less than hourly increments for non-exempt employees and half day increments for exempt employees. Note: When you have an unscheduled absence, you must first use your Sick days followed by your vacation time.

Employees are eligible for up to 10 Sick days per year.

Pay of Sick Time

Full-time employees who work 80 hours biweekly are paid Sick time at their regular rate of salary based on 8-hour days.

Employees who work fewer than 80 hours biweekly are paid Sick time at their regular rate of salary based on the following number of hours per day:

- **Part-time employees who regularly work on the same days within a pay period are paid based on the average amount of hours worked each day over the pay period. This is calculated by dividing the total number of scheduled biweekly hours by the total number of days the employee is scheduled to work biweekly.**
- **Part-time employees who work varying days within a pay period are paid based on the average amount of hours worked over two “standard” work weeks. This is calculated by dividing the total number of scheduled biweekly hours by 10 days.**

Once a Sick day is taken, it cannot be re-characterized as any other type of pay or unpaid time off.

UNPAID TIME OFF

Attendance is a job requirement and failure to manage your time off resulting in unpaid time out of the office may be subject to corrective action up to and including termination. The Bank provides employees paid time off for planned vacation as well as unforeseen and known personal needs. Employees may also purchase additional vacation each year. It is the responsibility of the employee to manage their paid time off allotment responsibly throughout the year. Except in the event of a medical, military, or other leave as described in the Leave section of this Manual, employees are **not entitled** to unpaid time off. Any exception to this policy due to extenuating circumstances must be approved in advance by the department EVP and Human Resources after the employee has exhausted all applicable sick and vacation time off available (inclusive of any pending future time off).

ROLLOVER SICK DAYS

Unused Sick days will be rolled over, up to a maximum of 65 days accrued in your Sick Time Off balance.

UNFORESEEN BANK CLOSING

If the Bank is closed due to inclement weather or disaster, employees may be paid for their normally scheduled hours. Hatch reserves the right to limit the period that pay will continue, if at all. If an employee

had already scheduled the day off as a Vacation or Sick day, it will still be paid out as Vacation or Sick. Employees with the ability to work remotely are encouraged to work from home if their circumstances support doing so.

The chart below depicts how to record time during unforeseen emergency closing situations.

If Your Non-Exempt Team Member:	Time Recording Procedure
Worked normal hours and the Bank was open	Complete time sheet as normal
Has remote access and worked a full day from home.	Complete time sheet as normal
Is designated as "Essential Personnel," worked normal hours and the Bank was closed for full or partial day	Complete time sheet as normal
Did not work normal hours and the Bank was open	Submit "Sick Day" Time Off request
Did not work at all and the Bank was closed for the entire day	Submit "Emergency Closing" Time Off request
Worked a portion of the day and the Bank closed early	For hours worked - complete time sheet as normal For hours not worked - submit "Emergency Closing" Time Off request for those hours
Had a scheduled Vacation day	Team Member will be paid Vacation time; no additional entry is needed
Had a scheduled Sick day	Team Member will be paid Sick time; no additional entry is needed
Was not scheduled to work	N/A - no time should be recorded

EMPLOYEE DISCOUNTS AND PREMIUMS ON FIRSTRUST BANKING SERVICES

Eligibility: Full-Time, Part-Time, Peak-Time, Temporary and Retired employees of Firsttrust Bank, its subsidiaries and affiliate companies.

Firsttrust Bank may add, change, or rescind any of the benefits contained herein, and all benefits further are subject to availability.

For a listing of the Deposit and Credit Products, Consumer Loan Products, Mortgage Fee Discounts, Non-Deposit Investments, and other Banking Services benefits, go to the BenePortal at the following link: [Firsttrust Bank Products & Discounts \(firsttrusthr.com\)](http://firsttrusthr.com)

TUITION REIMBURSEMENT

We value and support our employees' professional development and enhancement of skills for continued growth and success. Hatch reimburses, at management's discretion, for courses related to your position or a degree program. For information, please see program: [Tuition Reimbursement | BenePortal](#)

MISCELLANEOUS BENEFITS

Employee Referral Bonus

Hatch offers an Employee Referral Bonus program to employees who refer top quality talent who subsequently get hired for eligible full-time and/or part-time positions with Hatch. Access the link below to our current employee referral policy and learn how you can earn a referral bonus.

This program is intended to supplement our recruitment efforts to locate qualified candidates, and will comply with our continuing policy to provide equal employment opportunities for all persons in accordance with the Bank's Equal Employment Opportunity Policy. Employees are our greatest testimony and referral source – so get the word out that Hatch is a great place to work! [Employee Referral Flyer](#)

Worker's Compensation

Hatch carries Worker's Compensation Insurance covering accidental injuries to employees while they are engaged in authorized activities.

Workers' Compensation covers the employee regardless of working location, but does not apply, as example, to injuries to any third parties or members of the employee's family if the employee is working on the employee's premises.

If an employee while performing a duty in connection with employment sustains an injury, they must notify their supervisor as soon as it is practical to do so. It is the responsibility of the supervisor/manager to notify Human Resources immediately and ensure an Incident report is completed in a timely manner.

Pay Continuation During Worker's Compensation

Including the date of injury, there is a waiting period for Worker's Compensation salary continuance. When an employee is absent from work beyond this waiting period, the carrier will retroactively pay your salary back to the first day of absence. If our Worker's Compensation carrier accepts an employee's claim, but the employee returns to work before the waiting period has expired, Hatch will pay the employee for the days absent during the waiting period since they will not be eligible to be covered by Worker's Compensation.

CAREER DEVELOPMENT

Hatch has a salary administration program and professional development opportunities that support our Business Plan and a positive work environment.

Positions are described by written job descriptions, which summarize the purpose of the position, essential functions, and general responsibilities. Job descriptions are evaluated and grouped together into job grade levels based on a combination of factors including similarities of responsibility, qualifications, and the requirements of the Fair Labor Standards Act (FLSA).

JOB POSTING, PROMOTIONS AND TRANSFERS

Employees who are in good standing may apply for available positions via the Careers link - [Search Jobs - Dayforce](#) on the Intranet page. Prior to accepting an interview, the employee must advise one's supervisor of such employee's posting for a position. This allows the employee and supervisor to have a discussion regarding career opportunities. Postings will include job title, location, exemption status, and a brief description of duties. The job posting policy requires an employee to stay in a job for a period of no less than one year before becoming eligible to post again. An employee may transfer to a different department at the discretion of both managers. In this event, there is no impact to the employee's eligibility to post again.

A promotion occurs when an employee is advanced from a job in a lower grade level to a job in a higher grade corresponding to the increase in responsibilities. Promotional increases may be granted depending upon the position of the employee's base salary in their new salary range as well as the level of skill and experience the employee brings to the new position.

To the extent applicable federal, state, and/or local laws require additional notice and or time for review of current employees of available positions prior to offering such positions to the general public, Hatch Bank shall comply with all such requirements as applicable.

PERFORMANCE REVIEW

Performance reviews are conducted for many reasons, but the most important reason is to achieve business results. Performance reviews formalize the communication and feedback necessary to achieve results. Annual Performance Review forms may be viewed in the Cornerstone system [Welcome - Realize Your Potential: Firstrust](#)

Generally, reviews will be conducted with all employees after their first three (3) months of employment, and at least annually thereafter. These reviews provide an opportunity for your supervisor to communicate milestones of achievement, answer questions, define expectations and discuss areas for development.

The Annual Performance Review process begins with the employee completing a self-assessment of their performance results against the objectives and competencies for their role as defined at the beginning of the performance period. After the close of the performance year, managers complete their assessments, then meet with the employee(s) to review achievements against goals and competencies exhibited by the employee, as well as discuss areas for development and future career goals.

SALARY REVIEW

Salaries (and hourly rates for part-time and peak-time employees) are typically reviewed annually. This review occurs at the end of the annual performance review process, with salary increases, if any are granted, typically effective in April. An employee must be achieving or exceeding performance expectations in order to be awarded a salary increase.

PROFESSIONAL DEVELOPMENT

Hatch encourages all employees to participate in educational programs or degree programs that will provide a better understanding of their present job and help prepare them for advancement. We offer opportunities to enroll in: (1) qualified Professional Development courses, fully paid by Hatch; (2) job related college level courses and degree programs paid by Hatch on a tuition payment plan; and (3) online or classroom internal programs provided by Hatch at the recommendation from supervisors/managers.

Hatch is committed to the educational development of its employees, and the Tuition Reimbursement Program, along with Hatch's internal training programs provide an excellent opportunity for personal development. See the [Tuition Reimbursement | BenePortal](#) for more information on eligibility for the Tuition Reimbursement Program.

INCENTIVE AND RECOGNITION PROGRAMS

Service Recognition Awards

Hatch Bank's Service Recognition Award program is designed to show appreciation for and give special recognition to employees for their continuous loyalty, dependability, interest, and pride in the Bank. Eligibility is based on length of service; that is, the total time an employee is credited as a regular full-time or part-time employee of the Bank. Service recognition awards are presented to employees commencing on the 3rd anniversary of employment and continuing on the 5th anniversary, and every 5th anniversary thereafter.

BONUS, INCENTIVE AND COMMISSION PLANS

Incentive and Commission Plans

Incentive or commission plans may be available for select positions across the Bank. These plans are designed to drive specific performance results and renew annually. Updated annual plans are communicated, as appropriate, to eligible participants at the beginning of the performance year and all bonus payments are subject to the Incentive Program Adjustment and Recoupment policy.

Annual Bonus

Based on the overall performance of the Bank, employees who do not participate in a commission or incentive plan may be eligible for an annual discretionary bonus based on their individual performance and their overall contribution and impact to the achievement of Hatch's business plan. To be eligible for an annual bonus, employees must have a hire date on or before September 30, be in good standing (not on written or final warning), be rated "Achieves", "Exceeds" or "Outstanding" for the performance year and be actively employed at time of payment. No eligible participant shall have any vested right to receive any payment until actual payment is made and all bonus payments are subject to the Incentive Program Adjustment and Recoupment policy.

Incentive Programs Adjustment and Recoupment Policy

Employee incentive programs, including the Annual Bonus Plan (collectively the "Incentive Programs") are discretionary. Eligibility and payment are subject to several factors including individual performance, enterprise performance, and applicable law, rules, regulations, and regulatory guidance. Determination of eligibility and payment is reviewed at least annually by the President and is subject to approval by the Board of Directors. In the event Hatch is required, whether by law, rule, regulation, or due to changes in internal policies and procedures, to revise a previously issued business plan earnings report on which any part of the recipient's Incentive Program compensation was based, in order to correct a material error (including but not limited to adjustment for or based on actual losses, incorrect data, misconduct, or

compliance risks), Hatch may make adjustments to, or recoup the portion of, the pre-tax amount employees received as a result of the material error. The recipient will be solely responsible for any changes in tax liability resulting from or arising out of such adjustment or recoupment without any recourse to Hatch, its officers, directors, agents, or employees.

PERFORMANCE MANAGEMENT

Corrective Action

How we get along together is important in making Hatch a good place to work. When people work together, certain standards of conduct must be stated in order that we all know what is expected. Hatch and its managers shall attempt to state clearly all formal expectations of employees and to provide a reasonable means to review, revise and/or grieve policies when necessary ([see Dispute Resolution Program](#)). However, unproductive, disruptive, and other conduct that is, in the opinion of the Bank, unacceptable, will be treated with such corrective actions as may be deemed appropriate in the eyes of the Bank.

Hatch's progressive Corrective Action procedures are designed to provide a fair and structured corrective action process to ensure clear communication between Hatch and the employee in order to remediate a reoccurrence of undesirable behavior, policy violations, and/or performance issues. The steps described below are only a guideline and the level of actual corrective action may vary on a case-by-case basis and at the discretion of Hatch. Hatch reserves the right to combine or skip steps, up to and including termination of employment, without notice depending on the facts of each situation and the nature of the behavior or performance issue. Factors that may influence the appropriate level of corrective action include, but are not limited to, prior coaching, counseling, or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Nothing in this policy provides any contractual rights regarding employee corrective action or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Hatch and its employees.

Corrective Action Procedure: In a clear and concise manner, the supervisor will prepare on the appropriate form the initial documentation, which must include the facts around the occurrence, related policies and future expectations and submit to the HR Business Partner for review and approval. At any time during this process the HR Business Partner is available if needed for counsel and guidance on the appropriate detail required. The nature of the incident, policy violation, or performance issue may require additional management review. A witness (typically the HR Business Partner but may also be a more senior manager) must be present for Written and Final Warnings. The employee and supervisor signatures are required for documented Verbal, Written or Final Warnings.

Counseling - An employee may receive counseling when behavior, policy violation, or procedural violation occurs requiring a discussion with the employee to reinforce acceptable standards, expectations, procedures, or policies. A Performance Improvement Plan (PIP) defining performance standards and expectations, along with training or other remediation actions, may be warranted to provide tools for the employee to be successful.

Verbal Warning - An employee may receive a Verbal Warning if performance issues or behaviors continue after normal and customary coaching, training, and counseling. In this discussion, the employee is formally warned about the consequences of behavior or performance gaps that do not improve. A Verbal Warning is not intended for serious policy violations or behavior that cause risk or potential risk to our customers, vendors, other employees, or Hatch, which require an escalated level of corrective action. In this step, the employee discussion is documented on the Employee Warning Form and placed in the employee's file.

Written Warning - An employee may receive a Written Warning when unacceptable behavior or performance requires immediate correction or when the employee's behavior and/or performance gaps are serious, reoccurring, or cause a serious risk or potentially serious risk to our customers, vendors, other employees, or Hatch. The objective is to ensure the employee understands the standard, to explain why the specific incident is unacceptable and to set future expectations. A Written Warning is conducted privately with the employee, the supervisor and Human Resources and the document is placed in the employee's file.

Final Written Warning - An employee may receive a Final Written Warning when unacceptable behavior or performance presents a serious risk with significant impact to our customers, vendors, other employees, or Hatch, or when the employee's behavior and/or performance gaps are reoccurring. The objective is to ensure the employee understands a future infraction will put one's employment in jeopardy and that immediate and sustained improvement is required. A Final Written Warning is conducted privately with the employee, the supervisor and Human Resources and is placed in the employee's file.

Suspension – An employee may be suspended with or without pay as a temporary measure to remove the employee from the work setting pending further investigation or decision. During such time, the employee is not permitted access to Hatch's systems or to Hatch property except to conduct legitimate personal business (e.g., as a customer in a branch) or as necessary to assist with the pending investigation. Hatch may revoke the employee's credentials and require the employee to turn over any keys, fobs, identity badges or cards, and any other item that grants the employee access to locked or restricted areas or systems.

Termination - Corrective action up to and including termination may result from the violation of Bank rules. The following partial list is a general guide of situations that may warrant termination and is not meant to be all-inclusive:

- theft, dishonesty, or participation in any criminal activity;
- use of alcoholic beverages or non-prescription drugs or functioning under the influence of either on Bank premises during working hours, or while on Bankbusiness;
- insubordination or willful refusal to perform assigned duties of the position;
- falsifying Bank records including falsifying an application for employment;
- intimidating other Bank employees;
- the misuse of Bank property;
- chronic absenteeism or lateness;
- disclosing confidential information about the Bank and its affiliates, its customers, vendors, or employees;
- fighting, violence, or use of profane language;
- entering Bank property without authorization;
- unsafe or immoral conduct;
- unauthorized possession of a lethal weapon while on Bank premises or Bankbusiness;
- violation of the Internet Access and Use Policy;
- violation of the Code of Ethics; and
- failure to perform job duties as required.

Nothing in this policy or Manual changes an employee's status as an employee-at-will. Accordingly, an employee may be terminated at any time, for any reason or no reason, with or without notice. All termination decisions are reviewed by Human Resources and the appropriate member of Senior Management before being implemented.

LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE

Employee Rights and Responsibilities Under the Family and Medical Leave Act

Hatch complies with the requirements of the Family and Medical Leave Act (FMLA) by following these guidelines. Leave taken under FMLA runs concurrently with leave taken under any state or local law if the leave also qualifies under the state or local law. If a leave is covered under a State Law, such as the New Jersey Family Medical Leave Act, with no corresponding provision under the Federal FMLA, State Law shall govern.

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- **For incapacity due to pregnancy, prenatal medical care or child birth;**
- **To care for the employee's child after birth, or placement for adoption or foster care;**
- **To care for the employee's spouse, child, or parent, who has a serious health condition;**
or
- **For a serious health condition that makes the employee unable to perform the employee's job.**

Military Family Leave Entitlements

Eligible employees whose spouse, child, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) 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 otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

Benefits and Protections

During the FMLA leave, Hatch must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If the employee does not pay the premium within 30 days of the due date their coverage will cease. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. Please note employees on leave do not accrue additional vacation time. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for Hatch for at least 12 months and have at least 1,250 hours of service over the previous 12 months. Eligible employees will be provided FMLA leave during a 12 month period measured forward from the first date a leave is used.

Definition of Serious Health Condition

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none">o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care. _____
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

Use of Leave

An employee does not need to use the FMLA leave entitlement in one block. FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Similarly, leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Hatch requires use of paid time off while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with Hatch's normal paid leave policies. Paid leave must be taken in the following order:

- **Sick days**
- **Vacation Days**

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with Hatch's normal call-in procedures.

Employees must provide sufficient information for Hatch to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Hatch if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees are required to provide a certification and periodic recertification supporting the need for leave.

Hatch Responsibilities

Hatch will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, Hatch will provide a reason for the ineligibility.

Hatch must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If Hatch determines that the leave is not FMLA-protected, Human Resources will notify the employee as required.

Certification

Hatch may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. Hatch may require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. Hatch may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. Hatch has a uniformly-applied policy requiring employees returning from leave for their own serious health condition to submit a certification that they are able to resume work. Hatch may require such a certification for employees returning from intermittent FMLA leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- **Interfere with, restrain, or deny the exercise of any right provided under FMLA**
- **Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA**

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Pay Continuation During Leaves

Sick days and Vacation days must be used for all Personal and/or FMLA leaves of absence. Please note that These payments will start to be applied on the first day of the leave period to provide the employee with pay continuation.

In the case of a prolonged employee illness, employer-paid long-term disability insurance benefits may become effective depending on the length of the leave.

Bank holidays will not be recognized as paid days during a leave of absence and may not be credited or accrued for later use.

We ask that employees contact the Human Resources Leave Administrator, Christine Cost ccost@firsttrust.com , at least 2 weeks prior to the expiration of their leave to state whether or not they intend to return to work. A medical certification attesting to the employee's fitness to return to work will be required upon the return.

SICK LEAVE POLICY

This policy defines the pay continuation that Hatch makes available to employees who need time off for a lengthy personal illness or disability.

A qualified disability is a serious illness/condition that requires the employee to be absent from work for more than 3 consecutive workdays. The employee should follow normal call-out procedures with their manager and provide a physician's note directly to the Human Resources Leave Administrator.

The employee may be required to complete documentation in order for the absence to be considered under the Family and Medical Leave Act (FMLA). The FMLA is created to provide a certain amount of job protection during a sick leave. An employee's sick leave may or may not qualify under the FMLA as explained in the preceding policy.

For all Personal and/or FMLA leaves, unused Sick time followed by Vacation time is applied toward pay continuation.

How We Pay You During Sick Leave

During the first 12 weeks of leave:

Hatch will use the following types of paid time off to provide pay continuation, in the order listed below. Each type of paid time off will be exhausted before the use of the next begins, *up to a maximum of 12 weeks*.

- 1. Sick time**
- 2. Vacation time**

Past 12 weeks of leave

Long-Term Disability will apply at the exclusion of any other form of pay continuation.

All full-time employees participate in an employer-paid group Long-Term Disability Plan. Please note that for all new hires, the 12-week elimination period begins on the 91st day of employment when they become benefits eligible. The determination of Long-Term Disability coverage will be in accordance with the plan policy, as well as any eligibility requirements the carrier requires.

Multiple Sick Leaves

In the event that an employee needs to go on multiple sick leaves within their term of employment, years of service time and banked sick time that have already been used will be deducted from the available balances.

Additional Voluntary Benefits

Hatch offers full-time employees the option to participate in a group Short-Term Disability plan. Employees who have voluntary Short-Term Disability may submit a claim for coverage at the start of their leave. Short-Term Disability may be taken simultaneously with the above Hatch Sick Leave policy.

The Hatch Group Voluntary Short-Term Disability has an eight-day elimination period before coverage begins. It provides up to 12 weeks of paid leave at a rate of 60% of normal pay, less any Hatch paid leave. The determination of Short-Term Disability coverage will be in accordance with the plan policy, as well as any eligibility requirements the carrier requires.

OTHER LEAVES

Military Leave

Military leave will be granted in accordance with all provisions of applicable law.

Active Duty

In the event an employee enters the military service of the U.S. and declares one's written intention to return to Hatch upon the completion of the tour of duty, reinstatement into the employee's former position or whatever available position most closely matching the employee's skills and experience will be made available, business conditions permitting. Hatch requires that the employee contact the Human Resources Department upon their discharge from active duty and present a certificate showing satisfactory completion of their military service.

When departing for military service, an employee will be paid for any vacation time to which the employee may be entitled under the vacation policy. The employee must notify Human Resources, which will then arrange a conference with the employee prior to such employee's departure to explain any continuing benefits.

Reserve Duty

Leave of absence will be granted up to ten days each year for an employee's required annual training. During this period of absence, the employee will receive from Hatch the difference between any military pay (if less than Hatch pay) and the employee's regular salary for an equivalent period.

The regular vacation to which an employee is entitled will be scheduled at the convenience of the employee's department, separate and apart from the period of the military leave of absence.

Jury Duty

It is necessary for all employees to advise their supervisor and the Human Resources Department immediately upon receipt of notification to serve on jury duty. Ordinarily, Hatch will continue the employee's pay for the length of time the employee is retained on jury duty however, Hatch reserves the right to limit the period pay will continue. Hatch reserves the right to request postponement on the person's behalf due to business reasons and to receive documentation of the employee's service.

Bereavement Leave

Bereavement leave of up to five (5) days may be granted in the event of the death of a member of an employee's immediate family, which includes their parent, spouse, child, sibling, and grandparents as well as domestic partners, members of the household, and these same relationships created by marriage. For employees working in the State of California, "immediate family member" also includes a grandchild, father-in-law, or mother-in-law, or the step-family member thereof and similar relatives of a registered

domestic partner (or legal equivalent). It is not the intention of Hatch that every situation warrants five (5) days of leave and the length of leave permitted will be contingent upon circumstances, such as relationship to the employee, the need to travel, and cultural and religious practices. Bereavement leave of one (1) day may be granted in the event of the death of an employee's aunt, uncle, cousin, niece and nephew, and those same relationships created by marriage. Managers can consult with their Human Resources Business Partner on the appropriate number of days for the circumstances. Absences for bereavement will not affect the employee's attendance record for the year.

Personal Leave

Employees may request personal leaves of absence in the event of extraordinary circumstances that are not defined by other leave or benefit policies. Requests should be in writing to the individual's manager with a copy to the HR Business Partner. Sick and vacation days must be used before personal leave time begins. Personal leaves of absence are without pay and may be without benefits or job protection.

WHEN YOU LEAVE HATCH

Notice Requirement

Employees who voluntarily resign from Hatch shall give a written letter of resignation to their immediate supervisor, with a copy to the HR Business Partner, that states the reason for their decision to leave and their final day of employment. Employees who provide at least two weeks' notice shall receive pay for unused vacation days.

Vacation may not be scheduled during the notice period or substituted for proper notice of resignation. Any exception must be approved by the employee's direct manager and Human Resources, and cannot exceed accrued balances.

The employee shall return all Hatch property, including, but not limited, to all files, documents, communications equipment, keys, fobs, and other access devices.

Pay Upon Termination, Regular Pay

Exiting employees will be paid for all hours worked upon the next regularly scheduled payroll date and/or as per state guidelines. Paystubs will be mailed to the employee.

Vacation & Sick Time Pay

Employees who provide Hatch with at least 2 weeks' notice of resignation, as outlined above, will be paid for all unused vacation days. Employees who have used more vacation than they have accrued will be required to pay the un-accrued balance back to Hatch upon termination. Unused Sick time is not paid at termination of employment.

Insurance and COBRA

If you have participated in a group insurance program, you will receive detailed information by letter regarding how to convert your insurance to an individual program. Medical and dental plan participants will also be notified of their rights under COBRA to continue their participation in the group plan by paying the full premium each month. The employee is solely responsible for electing continued coverage.

401(k) and Profit Sharing Distributions

If you have been a participant in the Hatch Bank 401(k) Plan and are terminating your employment, you will cease to be eligible to make contributions to your 401(k) account, and you will become eligible to receive all vested portions of your account. You are not required to take any action, but you may choose to take a distribution of your account or to transfer (“rollover”) your balance to another qualified plan. You must contact John Hancock directly to request distribution forms.

If you elect a distribution and have an outstanding loan balance, you are required to make repayment arrangements with John Hancock. This will generate a tax Form 1099 at the end of the year and liability for paying taxes and tax penalty for early withdrawal of the loan balance. If you do not take a distribution, you will continue to have access to your online account.

Employee Checking Account

You will experience no interruption in your banking services when you leave us. Your accounts will be re-coded to reflect your current customer (non-employee) status and normal fees and limitations will apply.

Exit Survey and Termination Acknowledgement Letter

Generally, an exit survey will be given to employees who voluntarily terminate employment with Hatch.

The purpose of the Termination Acknowledgement Letter is to provide the employee with information about benefits available at termination, salary due, or vacation pay allowance.

MISCELLANEOUS

Drawings and Contests

Employees and members of their families are not eligible to participate in any of the drawings, contests, etc. that are sponsored by Hatch during any promotion other than those specifically designed for employee participation.

References and Verification of Employment

All requests for references and verification of employment should be referred to Human Resources for handling. No action will be taken by Human Resources without a written authorization from the employee/former employee.

Solicitations

Except for solicitations specifically authorized by the Executive Committee, the following policies regarding employee solicitation and/or distribution activity will apply:

- **Oral solicitation is prohibited during working time and is permitted only during non-working time such as lunch and breaks provided that the schedules and work of other employees who are working is not disrupted;**
- **Distribution of written material is prohibited at all times in work areas but is permitted in non-work areas during non-working time;**
- **Postings on company bulletin boards shall be restricted to company information unless specifically authorized by a member of the Executive Committee;**
- **Solicitation and/or distribution on Hatch property by non-employees shall not**

be permitted at any time unless specifically authorized by a member of the Executive Committee.

Solicitation and/or distribution of written materials and/or postings that involve electronic communications are specifically addressed by the Internet Usage Policy.

Pay Transparency

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

Speaking, Writing, and Public Announcements

Employees are encouraged to speak at banking industry meetings and conventions, publish articles on topics of interest, and appear on local media as requested or approved by a member of executive management. The Bank maintains the right to review all such material before it is published or presented.

Hatch will release information on internal matters to the media only through the Executive Committee. No other employee is authorized to represent the Bank without permission.

Membership in Business and Civic Organizations

Management of the Bank encourages membership in business and civic organizations and will pay the costs of membership if the department EVP has granted approval. Approval is contingent on the nature and purpose of the organization, the benefit to be derived for the Bank, the current number of memberships already paid by the Bank, and the employee's job level and length of service.

Once membership is approved, the employee is expected to participate actively in the organization.

Auto Allowance

Employees shall be reimbursed for mileage and expenses they incur as a result of authorized business travel. For the purpose of this policy, business travel is defined as travel between Hatch offices, or between a Hatch office and a customer or other assigned location. Typically, this travel occurs after an employee has reported to work at a Hatch facility.

Regular home to work commutes are not eligible for reimbursement. Additionally, business travel from home to a different work location is not eligible for reimbursement unless the commute to the different location exceeds the regular work commute. Regular home to work commute miles should be deducted from any miles eligible for reimbursement including attending training programs or reporting to other work locations. Employees whose commute to the training program exceeds 60 miles per day, net the miles of their regular work commute, shall be eligible to receive reimbursement at the policy rate.

CODE OF ETHICS

I. Confidential Information

All records and files of Hatch Bank and its affiliates (“Hatch” or “bank”) whether paper, in electronic media or any other format, are confidential and the exclusive property of Hatch Bank or the applicable affiliates and may not be copied or disclosed without authorization from a member of the Executive Committee. Never discuss customer affairs, accounts, files, or printed material with other employees, except on a need-to-know basis. Such records and information should also be protected from access by unauthorized persons. Confidential information (“Confidential Information”) includes all employee and payroll records, information about our customers, customer lists, business affairs, plans and operations, technology, procedures, proposed or executed correspondence, agreements, and anything else about our business and/or all records and files regarding the conduct of same.

On a periodic basis, the bank is examined. The reports that examiners furnish are the exclusive property of the regulatory agency and are strictly confidential. Information contained in the reports is privileged information and should not be communicated to anyone not officially connected with the bank.

The bank respects the right of employees to privacy in matters that have no relation to their employment. However, the bank may, without prior notice, review employees’ current and prior use of the internet, telephone, other communications devices, and any files in whatever form for business purposes and the general protection of the bank. The bank also has the right of access to all offices and facilities even if employees are provided with keys. No personal information observed or collected by the bank during any review will be disclosed unless it is determined to be improper, a violation of bank policy, otherwise detrimental to the bank or other employees, or is such information that must be disclosed to meet legal requirements.

Matters of a personal nature concerning fellow employees should be treated with the utmost confidentiality.

Financial information regarding the bank is not to be released to any person unless it has been published in reports to the public. Any questions regarding disclosures of confidential financial information must be reviewed with President, Chief Operating Officer and legal counsel prior to disclosure.

Any Confidential Information obtained by an employee must not be used for private interests or personal gain. No discussions or use of any information regarding the bank’s strategic business plans, operations, customer, and/or prospect lists should take place outside of Hatch.

The improper disclosure in any manner of any information described above or making a statement that reflects negatively on the bank, its customers, or employees, or that otherwise violates the Acceptable Use section of the bank’s Information Technology Policy Manual is prohibited. This includes, but is not limited to, any improper disclosure made on a blog, social networking website, discussion forum, newsgroup, e-mail distribution list, or similar media, whether done using a bank or non-bank computer.

Abuse or misuse of Confidential Information will result in severe discipline, and possibly termination.

II. Bank Bribery Act - Gifts and Bequests

What You Can’t Do. Under the Bank Bribery Amendments Act, (the “Act,” codified at 18 U.S.C. § 215):

It is a federal crime for any employee of Hatch to corruptly solicit or demand for the benefit of any person, or to corruptly accept or agree to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business or transactions.

Liability under the Act also extends to any person who corruptly gives, offers, or promises anything of value to any person, with the intent to influence or reward an employee, officer, director, agent, or attorney of Hatch Bank or any other financial institution in connection with any business or transaction of Hatch Bank or such other financial institution. In other words, the Act applies not only to the person receiving or asking for a bribe, but also to any person who gives, offers, or promises a bribe. The penalty for a violation includes fines up to the greater of \$1,000,000 or three times the value of the thing given, offered, promised, accepted, or agreed to be accepted, and/or imprisonment of up to thirty years.

Employees may not, in connection with Hatch's business, give, offer, promise or receive any gift, bribe, kickback, favor, discount, price concession, loan (including a loan with more favorable terms than generally available to the public), service or anything else of value to any individual, business entity, organization, governmental unit, public official, political party or candidate (except as permitted by law) or other person for the purpose of influencing the action of the recipient. This standard of conduct does not prohibit normal business practices such as providing meals, entertainment, tickets to cultural and sporting events, promotional gifts, favors, discounts, and price concessions within reasonable limits.

Employees are prohibited from 1) soliciting for themselves or a third party anything of value from any customer, prospective customer, competitor, supplier or any other person in return for any business, service, or Confidential Information of Hatch, and 2) accepting anything of value from any customer, prospective customer, competitor, supplier or any other party in connection with the business of Hatch, either before or after a transaction is discussed or consummated.

What You Can Do. Acceptance of the following is permissible under the law:

Gifts, gratuities, amenities, or favors based on obvious family or personal relationships where the circumstances make it clear that it is those relationships, rather than the business of Hatch, which are the motivating factors for such gifts, gratuities, amenities, or favors.

Acceptance of meals, refreshments, entertainment, accommodations or travel arrangements, all of reasonable value, in the course of a meeting or other occasion, the purpose of which is to hold bona fide business discussions or to foster better business relations, provided that the expense would be paid for by Hatch as a reasonable business expense if not paid for by another party.

Acceptance of advertising or promotional material of reasonable value, such as pens, pencils, note pads, key chains, calendars, and similar items, and of discounts or rebates on merchandise or services that do not exceed those available to other customers.

Acceptance of gifts of reasonable value that are related to commonly recognized events or occasions, such as a promotion, new job, wedding, retirement, holiday or birthday or acceptance of civic, charitable, educational, or religious organization awards for recognition of service or other accomplishment.

On a case-by-case basis, executive management may approve other circumstances, not described above, in which a Hatch employee may accept something of value in connection with Hatch's business.

III. Political Activities and Contributions

Hatch encourages its directors, officers and employees to be informed about and participate in the political process and political activities, provided such participation does not unduly interfere with work duties or embarrass or discredit Hatch. Hatch further encourages all directors, officers, and employees to vote in elections and, if directors, officers, and employees so choose, to make voluntary contributions of

time and/or money to political and governmental activities. Directors, officers and employees must, however, engage in such activities as individuals rather than as representatives of Hatch. Directors, officers and employees must further avoid any appearance of corporate sponsorship endorsement in connection with any election. Directors, officers and employees must not use the Hatch name in any connection with any political fund-raising activity. Directors, officers and employees must obtain approval from executive management before becoming a candidate for public office, accepting any nomination or appointment to a public office, or agreeing to serve as an officer (such as a campaign manager, chair, or treasurer) in a political campaign.

IV. Conflict of Interest

It is the policy of the bank that all staff members conduct their business affairs in such a manner and with such ethics and integrity that no conflict of interest, real or implied, could exist. This includes being free of outside influences that could result in loss of objectivity regarding the conduct of the bank's business. Staff members should avoid developing a personal relationship with another staff member that will interfere with the employee's impartial judgment in bank matters. Keep in mind, in accordance with the Bank Sexual Harassment Policy, a supervisor may not date or attempt to date anyone who is a subordinate (direct or indirect).

This Code of Ethics does not attempt to identify all possible conflicts of interest and literal compliance with each of its provisions may be insufficient to demonstrate observance of the high standard of conduct expected of all officers and employees.

Employees are not permitted to be appointed beneficiary on any customer account, will or trust instrument that is not for a family member, without prior written authorization from a Hatch executive officer. For purposes of this Code of Ethics, "family members" include spouse, parent, grandparent, sibling, child or legal dependent, as well as domestic partners, members of the household, and these same relationships created by marriage.

Unless authorized by the President, Hatch employees may not complete or approve banking transactions on their own or a family member's account including but not limited to deposit accounts, mortgages, lines of credit, etc. An employee who manages employees shall also not request a subordinate employee to process a banking transaction on their own account without the approval of the President. **In addition, all transactions for other Hatch employees shall be handled in the same manner, and with the same application of policies and procedures, as our external relationships.**

V. Extension of Credit to Relatives and Business Associates

No employee shall make or approve loans to any bank, partnership, estate, trust, association, or other entity or person in which such employee has an interest directly or indirectly (whether as a director, officer, shareholder, manager, lender, joint venture, beneficiary, controlling investor, or otherwise), or in which a member of the immediate family of the employee has such an interest or business association. Any such request for credit extension is to be referred to another bank officer with no connection to or affiliation with the potential borrower. The terms of any such loan are to be no more favorable than for other similarly situated loan customers and all such transactions are to be arm's-length transactions.

Furthermore, no employee may offer any customer, vendor, or other party a guarantee in any form relating to the operation of a loan, deposit, or other bank account.

VI. Employee Indebtedness

Borrowing by an employee from an individual or business customer of the bank should always be avoided (unless the customer is a recognized lending institution and terms of such loan are not more favorable than

for other similarly situated customers of such lender). The approval or denial of such a request imposes a wrongful burden on the customer and can impair the judgment of the employee when making business decisions involving the customer.

Executive officers of the bank are reminded of the reporting requirements of Regulation O. If you are unclear about these requirements, please contact the Chief Operating Officer.

VII. Personal Finances

Because of Hatch's position of trust in the community, personal finances should be managed with prudence. Personal financial affairs should be conducted in such a manner as to be above regulatory or auditing criticisms or concerns. Officers should discuss any financial emergency with the President. Employees may discuss any financial emergency with the Human Resources Department.

Under applicable securities laws, employees are not permitted to trade (for themselves, family members, or others) in securities of companies with which Hatch transacts business (including bank customers, vendors, or other third parties), if the employee has knowledge of material information with respect to that business that has not been generally disclosed to the public.

Material information would include any information relating to the company or its business affairs that would have a significant effect on the market price of the company's securities. This includes information such as significant changes in senior management, financial results, decisions concerning dividends, major acquisitions, sales or restructurings, and the acquisition or loss of important contracts.

VIII. Customer Referral

Hatch employees may be requested by Hatch customers and the general public to provide a referral to professional services, such as attorneys, securities brokers, certified public accountants, insurance agents, and real estate agents. Employees shall, when approved by executive management, recommend several qualified sources from which the customer can select. Hatch employees should not make any adverse or negative comments regarding any outside professional. If an employee cannot give a positive recommendation regarding the outside professional, the employee should indicate to the customer that the employee has no recommendation to give regarding the particular professional. If you do make a positive referral, it should be limited to a statement that you have heard good comments regarding the professional, but you or Hatch cannot make any specific referrals or endorsements. The employee should exercise extreme care not to make any statement that could subject either the employee or the bank, or both, to an action for libel or slander.

From time to time, discussions with customers may lead to a request that the employee give an opinion or statement about the legality of a particular transaction. Employees are not permitted to give legal advice. Hatch also does not engage in the business of giving investment or tax advice. These are areas that are best left to the professional in that particular field. Extreme care must be exercised in discussions with customers, and nothing should be said that could be construed as the giving of legal advice, tax advice, or investment advice. If a customer asks for any legal, business, financial, or tax advice, the employee should refer the customer to the customer's own legal, financial, accounting, or tax professional.

IX. Fiduciary Appointment

Without specific approval from executive management, employees are not to act as agent or deputy in any signing capacity on any account including safe deposit boxes (except for family members) held in the bank. Further, employees may not act as executor, administrator, trustee, guardian, custodian, or in any fiduciary capacity without authority granted by Hatch. This authority would normally be granted only

to act for the employee's spouse, parent, sibling, child, or legal dependent, as well as domestic partners, members of the household, and these same relationships created by marriage

There may be instances whereby a Hatch employee is requested to accept an appointment as a fiduciary or co-fiduciary (personal representative, trustee, administrator, guardian, executor, or custodian) with the bank, another person, or a firm or corporation. Except where the request is for a family member, all employees must obtain prior approval of the bank's board of directors before acceptance of the positions. Employees are reminded to consult senior management because federal or state regulations govern the acceptance of fees as a fiduciary.

X. Bank Property

Equipment, to include PCs, PDAs, laptops or audio visual products, supplies and other assets of the bank are to be used solely by you and for Hatch business purposes only. Your access and connection to Hatch's network(s) may be monitored. You must comply with Hatch information technology policies, as may be amended from time to time. You must return all Hatch equipment upon Hatch's request. You are responsible for securing any Hatch property from theft and misuse. You agree to maintain confidentiality and security of all Hatch property and if any theft, unauthorized access, or disclosure in breach of your obligation of confidentiality occurs, you must inform Hatch immediately.

XI. Use of Letterhead/Official Stationery

It is inappropriate for an employee to use official stationery or business cards for personal or non-job related purposes.

XII. Outside Employment

All Hatch employees are expected to devote their primary work efforts to tasks assigned as part of their daily job with the bank. Supplemental employment can sometimes create conflicts of interest with the bank. Conflicts of interest can take the form of mental and physical fatigue, abuse of time off policies, unavailability for overtime when it is necessary, intentional, or unintentional confidentiality or trade secret leaks, direct or indirect competition and injury to Hatch's public image. Any outside employment shall not include the use of the bank's equipment, supplies or facilities or imply bank sponsorship or endorsement.

Officers and employees are not permitted to engage in any business activity or employment that interferes with their duties to Hatch's customers, divides their loyalty, creates an actual or apparent conflict of interest, or exposes the officer or employee of Hatch Bank to possible criticism or adverse publicity. Officers and employees must disclose all outside employment to a member of the Human Resources Department who will seek prior approval from Hatch's executive management for all outside employment, business activities, directorships, or fiduciary appointments. There is a limited exception to this rule for activities with not-for-profit organizations. Unless indemnification is requested in connection with such service, approval is not required to serve as an officer, director or trustee of a not-for-profit entity or a community organization. Disclosure of participation in community activities is not required unless a banking or business relationship exists or comes into existence between the organization and Hatch.

XIII. Indemnification

Except as otherwise expressly provided herein and in the Bylaws of Hatch, in no event will indemnification by Hatch be available in connection with the services of an employee or officer of Hatch as an officer, director, employee, agent, fiduciary, or other representative of another organization unless such service is at the request of Hatch. No one will be deemed to be serving at the request of Hatch unless all of the following conditions are satisfied:

1) The President of Hatch specifically, and in writing, requests the individual to serve as a

director, officer, employee, agent, fiduciary, or other representative of the other organization; and

- 2) The Board of Directors of Hatch has approved such request. Each request will be presented to the Board for its approval and a report of the action taken recorded in the minutes of the meetings of the Board. In this connection, a list of persons serving at Hatch's request shall be reviewed by and submitted to the Board of Directors of Hatch at least once each calendar year. All such action is subject to revocation by the Board at its discretion at any time; and**
- 3) Arrangements for prompt transfer to Hatch of all fees and other remuneration for such service shall have been made.**

XIV. Proper, Accurate Books, Records and Compliance

It is corporate policy that all books and records of Hatch be kept so that they fully and fairly reflect all of Hatch's receipts, expenditures, assets, and liabilities. Federal law also requires accurate recordkeeping and accounting, and imposes civil and criminal penalties on any individuals and companies who violate these requirements. Any attempts to create false or misleading records are forbidden. Both Federal law and corporate policy require that no "off book" or undisclosed funds or accounts shall be established for any purpose. It is corporate policy to comply fully with the recordkeeping and accounting control requirements of the Foreign Corrupt Practices Act.

It is also corporate policy that laws and regulations applicable to the bank are to be observed. All employees are expected to respond honestly and candidly when dealing with bank's independent and internal auditors, regulators, and attorneys.

XV. Approval Procedures, Violations, and Implementation of Code

When approval of any matter is required by the Code, requests should be submitted in writing to the senior officer of Hatch having administrative responsibility for the employee involved. If such senior officer recommends approval, the request will be forwarded to the Chief Operating Officer of Hatch who will seek the appropriate written approval required by the Code. All requests shall contain all information required by the Chief Operating Officer for an informed decision. All approvals must be documented in writing.

The Human Resource Department is responsible for administering the Code. Copies of all documents concerning any matter subject to the Code and all related documents should be sent to the Human Resources Department, which will retain these documents.

All Hatch employees are expected to report promptly the existence of any relationship or activity that might violate or appear to violate the Code to the Executive Vice President – Internal Audit. Employees who make a good faith report of a suspected violation of this policy are guaranteed protection from retaliation or any other adverse employment action. Whenever there is any doubt as to the propriety of a particular action, Hatch's employees should disclose the action to the Executive Vice President – Internal Audit and seek written approval of the action.

Any violations of the Code must be referred to the President of Hatch and the Board of Directors and may be grounds for corrective action, up to and including immediate termination of employment, and civil or criminal liability may be imposed by courts in appropriate cases.

Each employee of Hatch must read the Code and sign a statement given upon hire acknowledging that such employee has received, read and is in compliance with the Code.

APPENDIX I: Arizona Supplement

This Arizona Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

Supplement to Policy on Sick Leave

Arizona Paid Sick Leave (Only for Arizona Employees)

Eligibility

The Company will grant all non-exempt employees working in the State of Arizona with paid sick leave in accordance with this policy.

Qualifying Reasons for Leave

The Company will grant paid sick leave to eligible employees who require time off in the following circumstances:

- **To seek medical diagnosis, treatment, or preventative care associated with a mental or physical illness, injury, or health condition for the eligible employee or their family member;**
- **For the eligible employee to recover from or to care for the eligible employee’s family member recovering from a mental or physical illness or injury, or health condition;**
- **Closure of the eligible employee’s place of business by order of a public official resulting from a public health emergency;**
- **To care for an eligible employee’s child whose school or place of care is closed by order of a public official resulting from a public health emergency; or**
- **To attend to circumstances relating to public health emergency or communicable disease exposure, including care for the eligible employee or their family member, when it is determined by duly authorized public health authorities having jurisdiction that the eligible employee’s or their family member’s presence in the community may jeopardize the health of others because of their exposure to a communicable disease, regardless of diagnosis.**

The Company will also grant paid sick leave to employees who are victims of domestic abuse, sexual assault, or harassment in the following circumstances:

- **To seek medical, legal, or counseling services;**
- **To seek services provided by a rape crisis center, or a domestic abuse center; or**
- **To relocate as a result of domestic violence, sexual offences, or stalking.**

Accrual and Use of Paid Sick Leave

Eligible employees begin accruing paid sick leave on July 1, 2017, or their first calendar day after the commencement of their employment with the Company, whichever is later. Eligible employees are entitled to accrue one hour of paid sick leave per 30 hours worked for the Company. Eligible employees may make use of any paid sick leave as it accrues after the start of their employment. The amount of earned paid sick time available to the employee, the amount of earned paid sick time taken by the employee to date in the year and the amount of pay the employee has received as earned paid sick time is recorded on an attachment to the employee’s regular paycheck.

Carryover

Eligible employees may carry over 24 hours of paid sick leave from the current year to the following year. Eligible employees may use a maximum of 24 hours of accrued paid sick leave in one benefit year.

Separation of Employment

The Company will not compensate eligible employees for unused, accrued paid sick leave upon separation of employment from the Company for any reason. However, if the eligible employee is rehired within nine months after separation of employment from the Company, the eligible employee will be reinstated with any accrued paid sick leave provided such accrued leave was not paid out at the time of separation of employment from the Company.

Rate of Pay

The Company will compensate eligible non-exempt employees for sick leave exercised under this policy at the same hourly rate and with the same benefits, including health care benefits, that the eligible employee would have received for the work hours during which earned paid sick time is utilized, which will meet or exceed all applicable minimum wage rates. Full details regarding paid sick leave are available from the Human Resources Department.

Notice Requirements

Eligible employees seeking leave under this policy must provide their supervisor or the Company's Human Resources Department with reasonable advance notice of their intent to exercise leave under this policy if such leave is foreseeable. If the need for sick leave is unforeseeable, eligible employees must notify their supervisor or the Company's Human Resources Department as soon as possible. To the extent practicable, such advance notice must include the expected amount of time off the eligible employee will utilize. If requested leave is foreseeable, eligible employees should make reasonable efforts to schedule paid sick leave at a time and in a manner that has a lesser impact on the Company's business operations.

Certification Requirements

The Company may, in its sole discretion require eligible employees who take paid sick leave under this policy for three or more consecutive workdays to provide their supervisor or the Company's Human Resources Department documentation verifying such sick leave was taken within permitted reasons. Acceptable certifying documentation includes the following: a note signed by a health care provider, and in the case of victims of domestic violence, sexual assault, or stalking, police reports, protective orders, or signed statements from the eligible employee or another individual that confirms that the eligible employee was a victim. The Company will not require eligible employees to disclose the details regarding the nature of the health condition or domestic violence, sexual violence, or stalking underlying their request for leave.

Protected Rights

The Company will not take any action to discriminate or retaliate against eligible employees who exercise rights to paid sick leave under this policy. For purposes of this policy, "retaliate" means to suspend, terminate the employment of, demote, unfavorably resign, refuse to promote, constructively discharge, take adverse action against, or otherwise discipline eligible employees for exercising rights set forth under this policy.

Definitions

For purposes of this policy, the following terms have the following meanings:

- **"Family member" means the eligible employee's spouse, domestic partner, parent (including a biological parent, adoptive parent, foster parent, stepparent, or person who stood *in loco parentis* when the eligible employee was a minor child, and/or domestic partner's parent), parent-in-law, child, grandchild, grandparent, sibling, any other blood relative, or any other person with whom the eligible employee shares a close relationship equivalent to that of a family relationship.**

XVI.

- **“Public health emergency” means a state of emergency declared by the Governor of the State of Arizona in which there is an occurrence or imminent threat of an illness or health condition caused by bioterrorism, an epidemic, or pandemic disease or a highly fatal infectious agent or biological toxin and that poses a substantial risk of a significant number of fatalities or long-term disability.**

APPENDIX II: California Supplement

This California Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

In the event of any conflict between this Supplement and your Employee Handbook, this Supplement will govern for employees working in the State of California.

Supplement to Policy on Equal Employment Opportunity and Harassment

California Protected Classifications

For employees working in the State of California, the Company also complies with California law and administrative regulations, which prohibit discrimination and harassment against any employee, applicant for employment, individuals providing services in the workplace pursuant to a contract, interns, and volunteers based on one or more or a combination of multiple of (intersectionality) their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles like braids, locs, and twists), color, religion, creed, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex or gender, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, reproductive health decision making, Civil Air Patrol membership, citizenship, primary language, medical condition (cancer and genetic characteristics), medical status, military or veteran status, immigration status, and any other consideration protected by federal, state, or municipal law, including a perception that an individual has any of those characteristics or that they are associated with a person who has, or is perceived to have, any of those characteristics (collectively referred to as “Protected Characteristics”).

The Company also respects an employee’s right to be referred to as the gender of their choosing, irrespective of the employee’s assigned gender at birth. Thus, all employees must abide by another employee’s request to be identified with a preferred gender, name, or pronoun.

For purposes of this policy, discrimination on the basis of “national origin” also includes the following: discrimination against an individual because that person holds or presents the California driver’s license issued to those who cannot document their lawful presence in the United States; accent discrimination; an individual’s or ancestors’ actual or perceived: physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with persons of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; and name that is associated with a national origin group. The Company will not implement any single language or English proficiency rules, absent business necessity and only during work time; threaten to contact immigration authorities; take adverse action due to name change, Social Security Number (“SSN”) change, or other document change/update.

An employee’s or applicant for employment’s immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or municipal law.

The Company complies with state and federal law, which collectively and expressly prohibit harassment against employees and applicants, individuals providing services in the workplace pursuant to a contract, unpaid interns, and volunteers based on the aforementioned Protected Characteristics, as well as retaliation for exercising rights under all applicable state and federal civil rights laws. The Company will not tolerate unlawful discrimination, harassment, or retaliation based upon these Protected Characteristics or any other characteristic protected by applicable federal, state, or municipal law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. The Company's commitment to equal opportunity employment applies to all persons involved in the Company's operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers. Violation of this policy will result in disciplinary action, up to and including immediate termination.

Supplement to Policy Prohibiting Sexual Harassment

California Anti-Harassment Policy

The Company expressly prohibits any form of employee or non-employee discrimination and/or harassment based (but not limited to) the Protected Characteristics set forth above or any other protected basis under applicable federal, state, or municipal law.

In accordance with this policy, the following will not be tolerated:

- Conduct that unreasonably interferes with the ability of any employee or non-employee to perform their expected job duties. This includes extending welcome or unwelcome attention and/or hostility to someone based on a protected characteristic, including that which is sexual in nature, which thereby reduces personal productivity or time available to work at assigned tasks.
- Conduct which creates an intimidating, hostile, or offensive work environment. This includes unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts, or attentions that are sexual in nature or based upon any other protected characteristic.
- Rejection or submission to sexual favors as the implicit or explicit basis for decisions concerning one's employment, assignment, advancement, compensation, or any other condition of employment.

Definition of Harassment

Unlawful harassment includes, but is not necessarily limited to:

- Unwelcome sexual advances; requests for sexual favors; or other verbal, visual, or physical conduct of a sexual nature.
- Slurs, jokes, or other verbal, visual, or physical conduct relating to an individual's race, color, gender/sex, religion, national origin, age, disability, sexual orientation, marital status, or any other characteristic protected by applicable state, municipal, or federal law.

Sexual or other unlawful harassment of our employees by anyone, including any supervisor, co-worker, vendor, client, or visitor, based on a protected characteristic will not be tolerated.

Sexual harassment is illegal and includes:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, even if an employee suffers no adverse consequences and/or is otherwise treated well, as long as the actions of the harasser are found to be offensive, including where:
 - a. Submission to such conduct is explicitly or implicitly made a term or condition of employment;
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

- c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, or other statements of a sexual or gender-based nature.
3. Favoritism between a supervisor and subordinate based on an intimate/sexual relationship or desire for the same.

The Company further defines “harassment” as follows:

1. Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact considered unacceptable by another individual. This also includes leering or staring at another individual in a sexual manner or making other sexual gestures towards an individual.
2. Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or express promise of preferential treatment or negative consequence concerning one’s employment status.
3. Verbal abuse, jokes or kidding that is sexual in nature or based upon a protected characteristic and is considered offensive by another individual. This includes commenting about an individual’s body or appearance where such comments go beyond mere courtesy; telling “dirty jokes” or jokes based upon a protected characteristic that are clearly unwanted and considered offensive by others; or any other tasteless or offensive comments, innuendoes or actions based upon sex or any other protected characteristic.
4. Engaging in any type of sexual or gender-based conduct that would reasonably interfere with another employee’s work performance. This includes extending welcome or unwelcome sexual attentions or sex-based hostility to someone which reduces personal productivity or time available to work at assigned tasks.
5. Creating a work environment that is intimidating, hostile or offensive. This includes unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions that are sexual in nature or based upon any other protected characteristic.

Employees who violate this policy are subject to disciplinary action up to and including immediate discharge.

The Company’s anti-harassment policy applies to all employees of the Company (regardless of title, position, job responsibilities, or status). No employee is exempt from this policy or permitted to engage in any conduct that violates this policy. Any questions or concerns about this policy or its enforcement should be immediately directed to the Company’s Human Resources Department.

Reporting and Investigation of Complaints of Discrimination or Harassment

The responsibility for providing an atmosphere free of discrimination and harassment rests with every employee. If you believe you have been unlawfully discriminated against or become aware of any act or instance of unlawful discrimination or harassment that involves the Company, it is your responsibility to immediately report the matter to your supervisor, another member of management with whom you feel comfortable, or directly to the Company’s Human Resources Department. Furthermore, if you believe that any member of management has violated this policy or has not properly responded to and/or handled your report or concerns of discrimination or harassment, you should immediately contact the Company’s Human Resources Department.

Company managers or supervisors who become aware of suspected discrimination, harassment, or retaliation by or against any employee (as defined in this policy), MUST inform Human Resources immediately.

The Company’s complaint process is designed to ensure that complaints are kept confidential, to the extent possible; investigations and responses are provided in a timely manner; qualified personnel undertake impartial and timely investigations; investigations are documented and tracked for reasonable

progress; appropriate options are assessed and implemented in order to remediate any inappropriate conduct and resolve the matter and that the matter is closed in a timely manner.

When the Company receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. All Company employees are required to provide their full cooperation in any investigation of a violation of any Company policy, including by providing written statements. The investigation will be kept confidential to the extent possible, but complete confidentiality cannot be promised or guaranteed due to the need to conduct a thorough and fair investigation that provides all parties involved appropriate due process.

The federal Equal Employment Opportunity Commission (“EEOC”) and the California Civil Rights Department (“CRD”) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or <https://calcivilrights.ca.gov>.

Disciplinary Procedure

If, at the end of the investigation, misconduct is found, appropriate remedial measures (including discipline) shall be taken including, but not limited to, termination from employment.

The Company prohibits any form of retaliation against any employee for filing a *bona fide* complaint under this policy or for assisting in a complaint investigation.

The Company expects honesty from its employees at all times. If after investigating a complaint of harassment or discrimination, the Company determines that any employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who gave the false information.

Suspected retaliation should be reported and will be investigated in the same manner as discrimination and harassment claims. Employees found to have engaged in retaliation will be disciplined accordingly, up to and including termination from employment.

Furthermore, any supervisor or manager who fails to comply with his/her reporting requirements under this policy regarding suspected instances of discrimination, harassment, or retaliation will be subject to discipline, up to and including employment termination.

Supplement to Policy on Accommodations

California Pregnancy Accommodation

Eligibility

All employees working in the State of California who are experiencing pregnancy, have given birth, or have a related medical condition are eligible to obtain reasonable accommodation under this policy. Employees need not meet any minimum number of hours worked or length of service to be eligible for reasonable accommodations under this policy.

For purposes of this policy, “pregnancy” means a state in which it is medically advisable for employees to be transferred to an alternative, less strenuous work, be permitted pregnancy disability leave, or be otherwise reasonably accommodated because of pregnancy, childbirth, or other related medical conditions. For purposes of this policy, “related medical conditions” means any medically recognized mental or physical conditions relating to pregnancy, childbirth, the recovery therefrom, including lactation, severe morning sickness, gestational diabetes, pregnancy-caused hypertension, pre-eclampsia, post-partum depression, or the loss or end of pregnancy.

Reasonable Accommodations

Eligible employees are entitled to reasonable accommodations during their pregnancy, if they have given birth, or have a related medical condition, and the implementation of such reasonable accommodations is advised by the employee's healthcare practitioner for the protection of the employee, their pregnancy, or others.

For purposes of this policy, "reasonable accommodations" may include, but are not limited to, the following:

- Providing more frequent, flexible, or longer breaks from work duties;
- Modifying eligible employees' regular work schedules;
- Job restructuring;
- Providing modified seating arrangements or permitting eligible employees to sit more frequently if an eligible employee's role requires standing;
- Making required modifications to an eligible employee's workstation, equipment, or device used in the performance of their job duties;
- Assigning eligible employees light-duty tasks, where available; or
- Temporarily transferring eligible employees to a less hazardous or strenuous position provided that the Company permits the same accommodations for otherwise temporarily disabled employees.

For purposes of this policy, "healthcare provider" means the employee's licensed medical, or osteopathic, doctor who directly treats or supervises the treatment of the eligible employee's pregnancy, childbirth, or a related medical condition; a licensed marriage and family therapist or acupuncturist; and other persons capable of providing healthcare services, including nurse practitioners, nurse midwives, licensed midwives, clinical psychologists, clinical social workers, chiropractors, and physician assistants.

The Company will grant an eligible employee's request for reasonable accommodations for medical needs arising from pregnancy, childbirth, or a related medical condition unless doing so will result in undue hardship on the Company's business operations or is otherwise prohibited by applicable law. For purposes of this policy, "undue hardship" means any action that requires significant difficulty or expense on the part of the Company. The Company will also not require an eligible employee to take leave under any applicable leave law or Company policy in circumstances where another reasonable accommodation may be provided to known limitations resulting from pregnancy, childbirth, or related medical conditions.

Full details regarding reasonable accommodations under this policy are available from an eligible employee's supervisor or the Company's Human Resources Department.

Continuation of Benefits

The Company will continue to assist eligible employees in paying, in full or in part, for any employee benefit plans, including life insurance, short-term, or long-term disability or accident insurance, pension plans, retirement plans, or supplemental unemployment benefit plans.

Notice Requirements

Eligible employees seeking a reasonable accommodation under this policy must provide their supervisor or the Company's Human Resources Department sufficient notice of need for accommodation to avoid any undue disruptions to the Company's normal business operations. For purposes of this policy "sufficient notice" means at least 30 days' advance verbal or written notice of the need for such reasonable accommodations if foreseeable, or as soon as practicable if the need is an emergency or unforeseeable. The Company will respond to employees' requests within 10 calendar days of submission thereof.

Certification Requirements

The Company may require eligible employees to provide their supervisor or the Company's Human Resources Department with verification from a healthcare professional to confirm eligible employees' need for or request for extension of reasonable accommodations related to a reduced work schedule, intermittent leave, job restructuring, the temporary transfer to a vacant position, or any reasonable accommodations requiring eligible employees' time away from work for pregnancy childbirth, or related medical conditions.

Such verifying documentation may be requested within two days of receiving employees' notice. Eligible employees may be required to provide their supervisor or the Company's Human Resources Department with such verifying documentation within 15 days of receiving a request. In emergency circumstances in which employees lack sufficient time to obtain requested documentation, and where the need for accommodation is unforeseeable, eligible employees must provide medical certification within the time requested by the Company, unless impracticable under the circumstances despite best efforts.

The Company will engage in a good faith interactive process with eligible employees while such verification is being obtained, seeking to determine whether the requested reasonable accommodations can be implemented without causing an undue hardship upon the Company.

For purposes of this policy, "verification from a healthcare professional" is any written confirmation from the eligible employee's healthcare provider providing that it is medically advisable for the employee to be transferred, to be reasonably accommodated, or to take pregnancy disability leave.

Failure to provide requested, written medical certification may result in the delay any reasonable accommodation.

Prohibited Actions

The Company will not refuse to offer employment to, hire, or promote, a pregnant job applicant or applicant with a pregnancy-related condition because of pregnancy or a pregnancy-related condition if the applicant can perform the essential functions of the position with reasonable accommodations. The Company will further not express directly or indirectly any limitations, specifications, or discrimination against employees because of pregnancy or a pregnancy related condition by way of printing or circulating job advertisements or asking questions that are not work-related in job applications or interviews. The Company will not require an eligible employee to accept a specific accommodation, or to utilize disability, parental leave, or other leave in circumstances where another reasonable accommodation will enable the employee to perform the essential functions of their position without undue hardship.

Protected Rights

The Company will not retaliate against, discriminate against, or terminate the employment of employees exercising rights under this policy, including seeking to utilizing a reasonable accommodation due to pregnancy, childbirth, or related medical condition. Company employees working in the State of California have the right to be free from discrimination related to pregnancy or a condition related to the employee's pregnancy, including the right to reasonable accommodations related to pregnancy. The Company will not interfere with, deny, restrain, or prevent employees from exercising rights to reasonable accommodations under this policy. Employees who believe that their rights under this policy have been violated should immediately contact their supervisor or the Company's Human Resources Department.

California Lactation Accommodation

The Company provides a supportive environment to enable nursing mothers to express breast milk during the workday. The Company will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child up to the age required by applicable law. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable unpaid break time when needed. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to the employee. If that is not possible or additional time is needed, the lactation break time may be unpaid. Where unpaid breaks or additional time are required, the employee should work with their immediate supervisor or the Company's Human Resources Department regarding scheduling and reporting the extra break time as unpaid. Exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

Employees have a right to request lactation accommodation. To request a lactation accommodation, employees should contact the Company's Human Resources Department. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the Lactation Location for the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits discrimination or retaliation against employees who request a lactation accommodation, file a complaint, or otherwise report an alleged violation of the law, cooperate in an investigation of an alleged violation of the law or inform another person about their rights under applicable law. Employees have a right to file a complaint with the California Labor Commissioner for any violation of a right under the lactation accommodation law, including the prohibition against retaliation.

Lactation is considered a pregnancy-related condition under California law. The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Please speak to the Company's Human Resources Department to make any arrangements necessary under this policy.

Supplement to Policy on Meals and Breaks

California Meals and Breaks

The Company understands the importance of taking breaks and makes every effort to comply with federal and state legal requirements concerning meal and rest breaks. This Policy explains when the Company expects non-exempt employees to take meal and rest breaks and provides detailed guidance for employees.

30-Minute Meal Breaks

The Company authorizes and permits at least one uninterrupted, unpaid meal break of at least 30 minutes to non-exempt employees who work more than five hours in a workday unless (a) the employee works no more than six hours on a workday; and (b) the employee elects to waive the meal break in writing. Employees are expected to take their 30-minute meal break before the end of the fifth hour of work.

If a non-exempt employee works more than 10 hours in a workday, the employee is authorized and permitted to take a second unpaid meal break of at least 30 minutes unless (a) the employee works no more than 12 hours on a workday; (b) the employee did not waive the first meal period; and (c) the

employee elects to waive the second meal break in writing. The second meal period shall be provided no later than the end of the employee's 10th hour of work.

Meal breaks are unpaid by law, and thus employees must clock-out for meal periods. Employees shall be relieved of all duties during meal breaks and are allowed to leave the premises, if desired.

The Company authorizes and permits meal breaks according to the following schedule:

Hours Worked	# of Meal Periods	Comments
0 to ≤ 5	0	Employees who do not work more than five hours in a workday are not eligible for a 30-minute meal period by California law.
> 5 to ≤ 10	1	Employees who work more than five hours but less than 10 hours in a workday are authorized and permitted to take one 30-minute meal period before the end of the fifth hour of work, unless (a) the employee is working six or fewer hours <u>and</u> (b) elects to waive the meal period in writing.
> 10	2	Employees who work more than 10 hours in a workday are authorized and permitted to take two 30-minute meal breaks before the end of the 10 th hour of work, unless (a) the employee is working 12 or fewer hours, (b) did not waive the first meal break, <u>and</u> (c) elects to waive the second meal period in writing.

10-Minute Rest Breaks

The Company authorizes and permits non-exempt employees to take an uninterrupted, paid 10-minute rest break for every four hours worked, or major fraction thereof. A rest period may not be authorized for employees who work less than three and one half hours in a workday.

Rest breaks are paid. Employees need not clock-out for rest breaks. Employees shall be relieved of all duties during rest breaks and are free to leave the premises, if desired. Rest breaks cannot be combined and should be taken in the middle of each four hours worked, where permitted. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal break. The Company authorizes and permits rest breaks according to the following schedule:

Hours Worked	# of Rest Breaks	Comments
0 to < 3.5	0	Employees who work less than three and one half hours in a workday are not eligible to take a rest break.
3.5 to ≤ 6	1	Employees who work between three and one half and six hours in a workday are authorized and permitted to take one 10-minute rest break.
> 6 to ≤ 10	2	Employees who work between six and 10 hours in a workday are authorized and permitted to take two 10-minute rest breaks.
> 10 to ≤ 14	3	Employees who work between 10 and 14 hours in a workday are entitled to three 10-minute rest breaks.

Meal and rest breaks are intended to provide non-exempt employees an opportunity to be away from work, and thus, employees are not permitted to perform any work during meal and/or rest breaks. Employees are encouraged to take meal and rest breaks away from their immediate work area and are free to leave the premises, if desired.

Employees are expected to adhere to this policy. If an employee is not provided with a meal and/or rest period as required by this Policy, for any reason, the employee must immediately notify their immediate supervisor and/or the Company's Human Resources Department. Every report shall be fully investigated and corrective action shall be taken where appropriate. The Company shall not allow any form of retaliation against individuals who report alleged violation of this policy, or who cooperate with the Company's investigation of such reports.

Responsibilities

Company supervisors are responsible for administering their department's meal and rest breaks. Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest break pursuant to the terms of this policy is immediately entitled to a meal or rest break premium. Supervisors will be responsible for authorizing meal or rest break premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this policy, but have not received the premium should report the missing premium immediately to their immediate supervisor.

Supplement to Policy on Drug Free Workplace

Drug-Free Workplace

Cannabis remains illegal as a matter of federal law and therefore its use or possession in the workplace or while performing work for the Company, including being under the influence of cannabis while at work, violates this policy. With respect to employees working in the State of California, the Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical cannabis at work or excuse other policy violations related to medical cannabis possession or use on the job. Furthermore, lawful off-duty cannabis use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Supplement to Policy on Access to Personnel Files

Access to Employee Personnel Files and Payroll Records Policy

The information recorded in an employee's personnel file is extremely important. It is an employee's responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc., to the Company immediately. The Company will not discriminate or take any adverse employment action against an employee who updates their personal information.

Access to information in personnel files is restricted. Only authorized Company managers and Company management personnel will have access to an employee's personnel file. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or municipal, state, or federal agencies in accordance with applicable law.

Employees have the right to inspect and receive a copy of their personnel files. Inspections will be allowed at reasonable times and intervals, but not later than 30 calendar days from the date the Company receives a written request. Upon a written request from an employee, the Company shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the Company receives the request.

To facilitate an inspection, the Company will make an employee's personnel records available at the place where the employee reports to work, or at another location agreeable to the Company and the

employee. However, the Company will not make personnel records or a copy available at a time when the employee is on the clock and/or expected to be working.

Employees may not inspect or copy records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

Health/medical records are also not included in an employee's personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only as follows: (a) as allowed by law; or (b) to the employee's personal physician upon written request or permission of the employee.

Upon request, employees may receive a copy of any instrument that the employee has signed relating to the obtaining or holding of employment.

Employees may inspect or copy their own payroll records upon a written or oral request from the employee to inspect or copy their payroll records. Such inspection or copying will occur as soon as practicable, but no later than 21 calendar days from the date of the request.

California Reporting Pay

Eligibility

All non-exempt employees working in the State of California, who are paid wages on an hourly basis and eligible to earn minimum wage and overtime, are eligible to reporting pay compensation under this policy. Salaried, exempt employees are not entitled to reporting pay compensation.

This policy is further inapplicable to employees who are on standby and called to perform assigned work at a time other than the employee's scheduled reporting time or those whose regularly scheduled work shift is less than two hours in duration.

Reporting Pay

The Company will compensate eligible employees under this policy who report to work on time, but who are nonetheless not put to work or furnished with less than half of their usual or scheduled day's work because of the Company's inadequate scheduling or lack of proper notice by the Company, for all hours worked, in addition to half of a usual or regular shift's work, between two and four hours at the employee's regular rate of pay, which will not be less than the applicable minimum wage. Employees who are required and called back to the workplace a second time in a workday, and who are furnished with fewer than two hours of work during the second reporting, will be compensated for hours already worked, in addition to two hours at the eligible employee's regular rate of pay, which will not be less than the applicable minimum wage.

For purposes of this policy, "reporting to work" means physically appearing at the workplace at the commencement of the eligible employee's shift; an eligible employee presenting themselves for work by logging onto a computer remotely; appearing at a client's jobsite; setting out on an assigned trucking route; or telephoning the Company office two hours prior to the start of a shift.

Reporting pay compensation paid in accordance with this policy is in addition to any remuneration earned for hours already worked by an eligible employee. Reporting pay compensation for hours beyond time actually worked by an eligible employee is not considered hours worked in determining overtime and, accordingly, any compensation received under this policy will be paid at the employee's regular rate of pay.

Eligible employees under this policy who have been assigned a split-shift, may receive compensation of one hour at minimum wage in addition to any minimum wage remuneration already earned by the

employee on a workday, except where the employee resides on the Company premises.

Exceptions to Reporting Pay

The Company is not required to compensate eligible employees under this policy with reporting pay in the following circumstances:

- Company operations are unable to begin or continue due to threats to employees, threats to Company property;
- Civil authorities advise that it is not recommend that the Company's regular business operations begin or continue;
- A disruption in the supply of public utilities such as water, electricity, or gas, or a failure in the public sewer system exists;
- Company operations are interrupted or halted due to circumstances outside of the Company's control, including any act of God;
- An eligible employee is not considered fit to work; or

An eligible employee has failed to report to work on time and, as a result, the Company has terminated their employment or sent the employee home as a disciplinary sanction.

Supplement to Policy on Family and Medical Leave

California Family and Medical Leave

The Company will grant time off to employees in accordance with the requirements of the California Family Rights Act ("CFRA") Where both the CFRA and FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law.

The following policy addresses employee rights under the CFRA only. All questions concerning this policy should be directed to the Company's Human Resources Department.

Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

Qualifying Reasons for Leave

Eligible employees may request leave under the CFRA for one or more of the following reasons:

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the employee's spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, parent in-law, or sibling, with a serious health condition;
- For the employee's own serious health condition, except for disability from pregnancy, childbirth, or a related medical condition;
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States; or
- An employee may also take leave under this policy for the serious health condition of an employee's designated person, which the law defines as any individual related by blood or whose

association with the employee is the equivalent to a family relationship. Employees may identify one designated person per 12-month period.

For purposes of this policy, a “parent” includes a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child.

“Serious health condition” means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice, or residential medical care facility, including any period of incapacity (that is, inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, and the terminal stages of a disease; or
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Length of Leave

Employees are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable “12-month period” used by the Company is the calendar year. Under this method the 12-month period begins each January, and ends each December.

CFRA leave is not available when an employee is disabled by pregnancy, childbirth, or a related condition. However, employees disabled by pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave under California law. Federal FMLA leave will generally run concurrently with pregnancy disability leave. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California’s pregnancy disability leave law.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child’s birth or placement.

When the reason for CFRA leave is the employee’s serious health condition, which also constitutes a “disability” under California’s Fair Employment and Housing Act (“FEHA”), and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Leave taken intermittently may be taken in increments of no less than one hour.

Under some circumstances, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact the Company's Human Resources Department prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

Requesting Leave

Employees who wish to take planned family or medical leave must notify the Company's Human Resources Department with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require employees to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child) employees must, if possible, provide at least 30 days' advance notice. For events that are unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by writing to the Company's Human Resources Department.

Employees who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule leave to avoid disruption to Company operations.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections.

Certification of Health Care Provider

When the leave relates to medical issues (i.e., the serious health condition of an employee or family member), employees will be required to provide a medical certification within 15 calendar days of the Company's request, unless it is not practicable to do so. Certification forms are available from the Company's Human Resources Department. Employees on CFRA leave for their own or a family member's serious health condition may be required to provide a recertification when the original certification expires if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding an employee's own serious health condition or the serious health condition of an employee's family member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

Qualifying Exigency Leave Requirements

Employees are required to provide the following:

As much advance notice as is reasonable and practicable under the circumstances;

- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Company's Human Resources Department.

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Benefits

The Company will continue making contributions for an employee's group health benefits during a leave on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but employees are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

Compensation During Leave

Leave taken under this policy is generally unpaid, although depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Also, employees may choose to use accrued vacation ("PTO") and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged

such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of CFRA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement. The Company will not limit or deny reinstatement from CFRA leave on the basis that an employee is considered a "key employee" under the FMLA.

Confidentiality

Documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel, or government officials.

Fraudulent Use of CFRA Leave Prohibited

An employee who fraudulently obtains CFRA Leave from the Company is not protected by the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Non-discrimination

The Company takes its CFRA leave obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the CFRA. We will not terminate or discriminate against any individual for exercising their right to family and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to the Company's Human Resources Department.

Employees should contact the Company's Human Resources Department as to any CFRA questions they may have.

Hatch complies with the requirements of the federal Family and Medical Leave Act ("FMLA") by following these guidelines.

Supplement to Policy on Sick Leave

California Paid Sick and Safe Time Policy

The Company provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces Healthy Families Act ("HWHFA").

Eligibility

Employees (including full-time, part-time, and temporary employees) become eligible for paid sick and safe time once they have worked in California for the Company for 30 days within a year from the start of employment with the Company.

Employees may begin to use their accrued time beginning on their 90th day of employment. Employees who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick and safe time may use such leave immediately upon accrual.

Annual Accrual of Paid Sick and Safe Time

Eligible employees begin to accrue paid sick and safe time on July 1, 2015, or upon the first day of employment, whichever is later.

Paid sick and safe time accrues at a rate of one hour for every 30 hours worked, up to a maximum accrual cap of 48 hours (80 hours as of January 1, 2024) or the equivalent of six workdays (10 workdays as of January 1, 2024) (based on the employee's work schedule), whichever is greater. The number of hours a nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Once the maximum accrual cap is reached, employees will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

Paid sick and safe time may be used in increments of 2 hours or greater to cover all or just part of a workday.

An employee's use of paid sick and safe time is limited to 24 hours, (40 hours as of January 1, 2024) or the equivalent of three workdays (5 workdays as of January 1, 2024) (based on the employee's work schedule), whichever is greater, per calendar year.

Employees will not accrue paid sick and safe time during unpaid leaves of absence. Employees are not required to find an employee to cover their work when they take paid sick and safe time.

Reasons Sick and Safe Time May be Used

Employees may use paid sick and safe time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition;
- For preventive care;
- For the reasons listed under the Company's bereavement leave policy; or
- Employees may also use paid sick and safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or

- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, “qualifying family members” include a:

- Spouse;
- Biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status;
- Biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child;
- Sibling;
- Grandparent or grandchild;
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
- Other person designated or identified by the employee at the time the employee requests to take Sick and Safe Time (such designated person need not be related to the employee by blood or equal to a family relationship; employees may identify one designated person under this policy per 12-month period).

The definition of “child” applies irrespective of a child’s age or dependency status.

Requesting Paid Sick and Safe Time

When the need for paid sick and safe time use is foreseeable, employees must provide reasonable advance oral or written notice to their supervisor or the Company’s Human Resources Department for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their supervisor or the Company’s Human Resources Department of the need to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

Rate of Pay for Sick and Safe Time

For nonexempt employees, pay for sick and safe time is calculated in the same manner as the employee’s regular rate of pay for the workweek in which the employee uses sick and safe time, regardless of whether the employee works overtime in that workweek. For exempt employees, payment for sick and safe time is calculated in the same manner as wages are calculated for other forms of paid leave time.

Carryover

Accrued but unused paid sick and safe time will carry over from year to year.

Separation from Employment

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 48 hours (80 hours as of January 1, 2024) or the equivalent of six days (10 days as of January 1, 2024) (per the employee’s previous work schedule)). Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

Confidentiality

The Company will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee or as required by law.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact the Company's Human Resources Department for information about other federal, state, and municipal domestic violence, medical, or family leave rights.

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use paid sick and safe time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA), cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

Supplement to Policy on Vacation Accrual, Forfeiture, and Payout

For employees working in the State of California, accrued vacation is considered earned wages under California law. Vacation time vests as it is earned in accordance with the Company's vacation accrual schedule and applicable law.

Earned and accrued vacation will not be forfeited for any reason. Any policy or practice providing for the forfeiture, expiration, or loss of earned vacation, including use-by deadlines or limitations on payout, does not apply to California employees.

The Company may impose a reasonable cap on vacation accrual for California employees. Once the applicable cap is reached, no additional vacation will accrue until the employee uses sufficient vacation to bring their balance below the cap.

Upon separation from employment for any reason, California employees will be paid for all earned and unused accrued vacation. Vacation payout will be calculated at the employee's final rate of pay and included in the employee's final wages.

Supplement to Policy on Other Types of Leave

Reproductive Loss Leave

The Company provides employee up to five days of reproductive loss leave following a reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, the Company will grant leave up to 20 days within a 12-month period. To be eligible for leave an employee must be employed by the employer for at least 30 days prior to the commencement of the leave.

Definitions

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

“Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

“Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

“Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

“Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

“Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave Timing

An employee may take reproductive loss leave nonconsecutively.

Generally, reproductive loss leave must be completed within three months of the reproductive loss event. However, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave from work pursuant to disability by pregnancy, childbirth, or a related medical condition, family and medical leave, or any other leave entitlement under state or federal law, the employee must complete their reproductive loss leave within three months of the end date of the other leave.

Compensation

Reproductive loss leave is unpaid. However, an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

Confidentiality

The Company will maintain the confidentiality of any employee requesting leave under California’s reproductive loss leave law. Any information provided to the employer pursuant California’s reproductive loss leave law will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Non-discrimination

The Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California’s reproductive loss leave law. Likewise, the Company will not retaliate against an individual, including, but not limited to, refusing to hire, discharging, demoting, fining, suspending, expelling, or discriminating against, an individual because of either of the following:

(1) An individual’s exercise of the right to reproductive loss leave.

(2) An individual's giving information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law.

California Family Military Leave

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse or registered domestic partner is on leave from deployment as a member of: (a) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (b) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy, "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment where the Governor or the President of the United States has ordered to active duty a member of the Reserves.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

Bone Marrow Donation Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins their leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period. Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick, vacation or PTO concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal FMLA (or the CFRA, for California employees), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave, or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

Organ Donation Leave

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a “one-year period” means 12 consecutive months from the date the employee begins their leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide physician verification detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick, vacation or PTO concurrently with this time off. Any remaining days of paid leave will be paid by the Company, up to 30 workdays. Should the employee require more than 30 workdays off in accordance to this policy, the employee is also eligible for an additional 30 workdays off without compensation. Use of this leave will not be counted against any available leave under the federal FMLA (or the CFRA, for California employees), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave, or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, an employee upon return from this leave will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee is not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

Supplement to Policy on Final Pay Timing and Method

For employees working in the State of California, final wages will be paid in accordance with California Labor Code requirements. Final wages include, but are not limited to, all earned and unpaid wages, accrued and unused vacation, and any other compensation due at separation.

If a California employee is involuntarily terminated, all final wages will be paid immediately at the time of termination.

If a California employee voluntarily resigns and provides at least seventy-two (72) hours’ notice, final wages will be paid on the employee’s final day of employment. If less than seventy-two (72) hours’ notice is provided, final wages will be paid within seventy-two (72) hours of the employee’s last day of work.

Final wages will be paid in the manner required by California law. Upon request, final wages may be mailed to an address designated by the employee. If final wages are mailed, they will be deemed paid on the date of mailing.

APPENDIX III: District of Columbia Supplement

This District of Columbia Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

Supplement to Policy on Equal Employment Opportunity and Harassment

District of Columbia Protected Classifications (Only for District of Columbia Employees)

For employees working in the District of Columbia, the Company also complies with District of Columbia law and administrative regulations, which prohibit discrimination against any employees or applicants for employment based on the following (actual or perceived): race, color, religion, national origin, sex (including pregnancy, childbirth or related medical conditions, breastfeeding and reproductive health decisions), age (18 and over), marital status, familial status personal appearance, sexual orientation, gender identity or expression, family responsibilities (including being the subject of proceedings for child support payments), genetic information (including family medical history), disability, source of income, sealed eviction record, matriculation (e.g., being enrolled in a college or university or in a business, nursing, professional, secretarial, technical or vocational school), political affiliation, creditworthiness, (including credit standing, credit capacity, and credit history), lawful use of tobacco or tobacco products, unhoused status, cannabis use (in some instances), taking universal paid leave, taking D.C. FMLA, being subject to a child support order or garnishment, discussing wages with co-workers, alleged a violation of DC’s Domestic Worker Employment Rights Amendment Act, or status as a victim or the family member of a victim of domestic violence or intrafamily offense, place of residence or business, a sexual offense, or stalking. The Company will not tolerate unlawful discrimination or retaliation based upon these characteristics or any other characteristic protected by applicable federal or District of Columbia law. Violation of this policy will result in disciplinary action, up to and including immediate employment termination.

The Company also complies with District of Columbia law, which prohibit harassment and retaliation against any employees or applicants for employment based on the following protected characteristics: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, sealed eviction record, status as a victim of an intrafamily offense, place of residence or business, status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, and homeless status. The District of Columbia defines “harassment” to mean conduct, whether direct or indirect, verbal, or nonverbal, that unreasonably alters an individual’s terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Supplement to Policy on Accommodation

District of Columbia Pregnancy Accommodation (Only for District of Columbia Employees)

Employees and applicants may request a reasonable accommodation for pregnancy, childbirth or related medical conditions or breastfeeding. A reasonable accommodation will be provided unless the accommodation would impose an undue hardship on the Company’s business operations. Reasonable accommodations may include but are not limited to: more frequent or longer breaks; time off for pre-birth complications or to recover from childbirth; the acquisition or modification of equipment or seating; the

temporary transfer to a less strenuous or hazardous position; other job restructuring, such as light duty or a modified work schedule; avoidance of heavy lifting; relocation of the employee's work area; or the availability of private, non-bathroom space for the expression of breast milk. Employees who take leave or are provided a temporary transfer as a pregnancy accommodation will be reinstated to their original job or to an equivalent position with equivalent pay, accumulated seniority and retirement, benefits, and other applicable service credits upon their notification to the Company of their intent to return to work or when the employee's need for a reasonable accommodation ends. The Company may require that employees provide a certification from their health care provider regarding the medical advisability of a reasonable accommodation. The Company will not take adverse employment actions against employees or applicants because they request or use reasonable accommodations in accordance with this policy. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

District of Columbia Religious Accommodation Policy (Only for District of Columbia Employees)

The Company will make a reasonable accommodation for an employee's religious observance by permitting the employee to make up work time lost due to such observance, unless such an accommodation would cause the employer undue hardship. Such accommodations may include allowing the employee to work:

- **during the employee's scheduled lunch time or other work breaks;**
- **before or after the employee's usual working hours;**
- **outside of the employer's normal business hours;**
- **during the employee's paid vacation days;**
- **during another employee's working hours as part of a voluntary swap with such other employee; or**
- **in any other manner that is mutually agreeable to the employer and employee.**

XVII.

An employee must notify the employer of the need for an accommodation at least 10 business days prior to the day or days for which the accommodation is needed unless the need for the accommodation cannot be reasonably foreseen.

Supplement to Policy on Sick Leave

District of Columbia Sick and Safe Leave Policy (Only for District of Columbia Employees)

The Company provides eligible employees with paid sick and safe leave in accordance with the requirements of the Accrued Sick and Safe Leave Act ("ASSLA") and the Earned Sick and Safe Leave Amendment Act ("ESSLA"). This policy does not supersede applicable federal law regarding leaves of absence, including leave taken under the federal FMLA and/or as a reasonable accommodation under the Americans with Disabilities Act ("ADA") or Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") or any other applicable federal or municipal law, including those prohibiting discrimination and harassment.

Eligibility

The Company will permit all exempt and non-exempt employees working in the District of Columbia (whether full-time, part-time, or temporary) to accrue paid sick and safe leave as set forth below. Eligible employees may use accrued sick and safe leave for absences resulting from any of the following qualifying reasons:

- The employee's physical or mental illness, injury, or medical condition, or to care for an eligible family member's physical or mental illness, injury, or medical condition;
- To obtain professional medical diagnosis or care or preventive medical care for the employee or eligible family member; or
- If the employee or eligible family member is a victim of stalking, domestic violence, or sexual abuse; provided that the absence is directly related to social or legal services pertaining to the stalking, domestic violence or sexual abuse for the purpose of: (a) seeking medical attention

for the employee or employee's family member to treat or recover from physical or psychological injury or disability resulting from stalking, domestic violence, or sexual abuse; (b) obtaining services from a victim services organization; (c) receiving psychological or other counseling services; (d) temporary or permanent relocation; (e) legal action, including preparations for or participation in any related legal proceeding; or (f) taking other actions reasonably determined to enhance psychological, physical, or economic health or safety. For purposes of this policy, "family members" mean the employee's children (including stepchildren and foster children), grandchildren, parents, parents-in-law, stepparents, spouse, spouses of children, domestic partners, siblings and brothers- and sisters-in-law, a person with whom an employee shares or has shared, for at least the 12 preceding months, a mutual residence and with whom the employee maintains a committed relationship, and/or a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility.

Accrual of Leave

Employees begin to accrue leave on their date of hire. Sick and safe leave is accrued at a rate of one hour for every 87 hours worked, up to a maximum of three days per calendar year. For employees exempt from overtime requirements under the federal Fair Labor Standards Act ("FLSA"), paid sick and safe leave is not accrued for any hours worked beyond 40 hours in a workweek. Accrued, unused paid leave will carry over from year to year. However, once the maximum amount of time has been accrued, no further sick and safe leave will accrue until previously accrued leave is used. The Company will not provide eligible employees compensation for accrued and unused paid sick time upon separation from employment from the Company for any reason. Employees may not access paid sick and safe leave until after they have been employed by the Company for 90 continuous days. Employees who are transferred or leave the Company and are rehired within one year of separation may be eligible for reinstatement of previously accrued and unused sick and safe leave and can immediately begin to accrue additional leave upon reinstatement with the Company.

Requesting Leave

Eligible employees seeking paid sick and safe leave for foreseeable qualifying reasons must provide the Company's Human Resources Department with a written notice of the need for paid sick and safe leave, requesting Company approval. The written request must include a reason for the absence involved and the expected duration of the leave. If the paid leave is unforeseeable, eligible employees must provide the Company's Human Resources Department with an oral request for paid sick and safe leave prior to the start of the shift in which the leave is being used. In circumstances of emergencies, eligible employees seeking paid sick and safe leave must provide the Company's Human Resources Department of notice of the need for paid sick and safe leave prior to the start of the eligible employee's next scheduled work shift or within 24 hours of the onset of the emergency, whichever occurs sooner.

Eligible employees must further make reasonable efforts to schedule their periods of paid sick and safe leave in a way that does not disrupt the Company's business operations.

Leave Certification

The Company may, in its sole discretion, require eligible employees who utilize three or more consecutive days of paid sick and safe leave to provide reasonable documentation supporting their request for leave. Acceptable forms of certification include the following:

- A signed document from a health care provider in accordance with the DC Family and Medical Leave Act of 1990;
- A police report indicating that the eligible employee or family member was a victim of stalking, domestic violence, or sexual abuse;
- A court order indicating the eligible employee or eligible employee's family member was the victim of stalking, domestic violence, or sexual abuse; or
- A signed statement from a victim and witness advocate or domestic violence counselor, affirming that the eligible employee is involved in a legal action relating to the stalking, domestic violence, or sexual abuse or sought services related to the health or safety of the eligible employee or eligible employee's family member.

Employees must provide the certification immediately upon return to work. Eligible employees are prohibited from using paid sick and safe time for improper purposes. The Company may require more frequent certification from employees if there is a pattern of abuse of paid leave suspected.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions under certain federal and District of Columbia laws. In certain situations, paid sick and safe leave may run at the same time as leave available under another federal or District of Columbia law, provided eligibility requirements are met. The Company is committed to complying with all applicable laws. Employees should contact the Company's Human Resources Department for information about other applicable medical or family leave rights.

Retaliation

The Company will not take any action to retaliate against any employee who seeks or obtains paid sick and leave or who makes a good faith complaint (including the filing of a lawsuit or cooperating in any investigation or prosecution) about a violation of this policy, or who communicates with any person about such an alleged violation. The Company will further take no action to retaliate against any employee working in the District of Columbia for informing another employee of their rights under this policy.

Supplement to Policy on Other Types of Leave

District of Columbia Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking (Only for District of Columbia Employees)

Reasonable Safety Accommodations

The Company will make reasonable accommodations for employees who are the victim or family member of a victim of domestic violence, a sexual offense, or stalking when such accommodation is necessary to ensure that person's security and safety, unless providing the accommodation would impose an undue hardship on the Company.

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

- a transfer; reassignment; modified work schedule;
- additional unpaid or paid leave;
- change in work telephone number;
- change in work email address;
- change in work station;
- installed locks;
- assistance in documenting domestic violence, a sexual offense, or stalking that occurs in the workplace; and/or
- the implementation of another safety procedure in response to actual or threatened domestic violence, sexual offense, or stalking.

Confidentiality

The Company will maintain the confidentiality of information the employee provides related to an employee's status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking. The Company will not disclose such information unless such disclosure is:

- **requested or the employee voluntarily authorizes it in writing;**
- **ordered by a court or administrative agency or otherwise required by applicable federal or District of Columbia law;**
- **provided to a law enforcement agency;**
- **necessary to protect other employees from imminent harm; or**
- **necessary to provide a reasonable accommodation for the victim.**

The Company will notify the employee if a disclosure is made for one of the above reasons.

Protected Rights

The Company will not take any action to retaliate or otherwise take unlawful discriminatory action against an employee working in District of Columbia because the employee:

- **attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal, civil or administrative proceeding relating to domestic violence, stalking or a sexual offense of which the employee or employee's family member was a victim, including meeting with an attorney or law enforcement officials;**
- **sought physical or mental health treatment or counseling for domestic violence, a sexual offense, or stalking of which the employee or employee's family member was a victim; or**
- **experienced a disruption of the workplace or threat to employment related to domestic violence, a sexual offense or stalking of which the employee or employee's family member was the victim.**

Employees may also be entitled paid time off for reasons related to being a victim or family member of a victim of domestic violence, a sexual offense, or stalking under the Company's Sick and Safe Leave policy and should consult that policy and/or the Company's Human Resources Department for additional information. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Company's Human Resources Department.

APPENDIX IV: Minnesota Supplement

This Minnesota Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

In the event of any conflict between this Supplement and your Employee Handbook, this Supplement will govern for employees working in the State of Minnesota.

Supplement to Policy on Equal Employment Opportunity and Harassment (Strongly Recommended):

The Company complies with the Minnesota Human Rights Act and all other applicable state and local laws prohibiting discrimination, harassment, and retaliation.

For employees working in the State of Minnesota, the Company prohibits discrimination and harassment against any employee or applicant based on race (which includes, but is not limited to hair texture and hairstyles, such as braids, locs, and twists), color, creed, religion, national origin, sex (including pregnancy, childbirth, and related disabilities), marital status, familial status (including status as a family caregiver), sexual orientation (including actual or perceived sexual orientation and gender identity), status with respect to public assistance membership or activity in a local commission, disability, military status or the wearing of a military uniform, genetic information, age (over 18), and because of the “use or enjoyment” of “lawful consumable products” off the premises and during nonworking hours (including food, alcoholic or nonalcoholic beverages, and tobacco), status as a medical cannabis patient enrolled in the Minnesota registry program or Tribal medical cannabis program patient or an employee’s positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on the premises of the place of employment or during the hours of employment.

The Company also prohibits retaliation against employees for asserting rights under Minnesota laws, including but not limited to, rights relating to wage disclosure, pregnancy accommodation, sick and safe time, personnel file access, leave rights, or participation in protected activity.

Supplement to Policy on Pregnancy Accommodation (Notice Required Upon Hire, Handbook Meets Requirement):

The Company will provide reasonable accommodations to employees for health conditions related to prenatal care, pregnancy, childbirth, or related medical condition with the advice of a licensed health care provider or certified doula, unless the requested accommodation would otherwise impose an undue hardship on the Company’s business operations.

Reasonable accommodations may include, but are not limited to:

- More frequent or longer restroom, food, or water breaks
- Modified seating
- Limits on lifting over 20 pounds

The Company will not require documentation from a health care provider for these accommodations. For other accommodation requests, the Company may request reasonable documentation. The Company will not require an employee to take leave if another reasonable accommodation can be provided.

Supplement to Policy on Wage Disclosure Protection (REQUIRED in Handbook):

Employees working in Minnesota may disclose their own wages, discuss wages with other employees, or inquire about or disclose wage information without fear of retaliation.

The Company will not discharge, discipline, threaten, penalize, interfere with, restrain, coerce, or discriminate against an employee for engaging in protected wage disclosure activity or for asserting rights under Minnesota's Wage Disclosure Protection Law.

Nothing in this policy requires an employee to disclose wages, permits disclosure of proprietary or confidential information, or authorizes disclosure of protected information in violation of law.

Employees may file a complaint with or bring a civil action through the Minnesota Department of Labor and Industry.

Supplement to Policy on Access to Personnel Files

Employees working in Minnesota may review or obtain a copy of their personnel file once every six months by submitting a written request to Human Resources. The review will occur in the presence of a Company representative during normal business hours at the employee's worksite or a reasonably nearby location.

After separation, employees may obtain a copy of their personnel file once per year for as long as records are maintained. Employees who disagree with information in their file may submit a written statement of up to five pages, which will be included in the personnel file.

Supplement to Policy on Lactation Accommodation

The Company will provide reasonable unpaid break time and a clean, private, and secure location, other than a restroom, for employees to breastfeed or express milk for as long as the employee chooses to do so, including beyond the first twelve months after childbirth.

Breaks may run concurrently with existing paid or unpaid meal or rest breaks. Employees should contact Human Resources to request lactation accommodations.

Supplement to Policy on Meal and Rest Breaks

Non-exempt employees who work six or more consecutive hours will be provided sufficient time to eat a meal.

Non-exempt employees who work four consecutive hours will be provided adequate paid time to use the nearest convenient restroom or a paid rest break of at least fifteen minutes, whichever is longer. Rest breaks of fewer than twenty minutes are counted as hours worked and will be paid.

MN Adoption Leave Policy

The Company provides adoption leave to eligible employees in compliance with Minnesota law and in coordination with the Company's Paid Family and Medical Leave policy.

Employees working in the State of Minnesota who are eligible for parental leave in connection with the birth of a child are equally eligible for adoption leave on the same terms and for the same duration as parental leave provided to biological parents under the Company's policies.

Supplement to Policy on Earned Sick and Safe Time (ESST)

Employees accrue at least one hour of earned sick and safe time for every thirty hours worked, up to a maximum of forty-eight (48) hours per year, unless a greater amount is required by applicable local ordinance.

Accrued ESST may be used for the employee's or a family member's illness, medical care, preventive care, bereavement-related matters, domestic abuse, sexual assault, stalking, public emergencies, school or place-of-care closures, or communicable disease-related absences.

Unused accrued ESST will carry over up to eighty (80) hours. Accrued but unused ESST is not paid out at separation unless required by law.

Group health benefits will be maintained during ESST use on the same terms as if the employee were actively working.

Supplement to Policy on Minnesota Paid Family and Medical Leave

The Company complies with Minnesota Paid Family and Medical Leave requirements. Eligible employees may receive paid benefits through the Minnesota Department of Employment and Economic Development or an approved private plan, if applicable.

Paid family and medical leave may be used for medical leave, bonding, family care, qualifying exigencies, and safety leave, subject to statutory limits, certification requirements, and benefit calculations determined by the State.

Employees must provide required notice and certification as permitted by law.

MN School Activities Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota who have been employed by the Company for more than 12 months and, in the preceding 12-month period work an average number of hours per week that is at least half that of a full-time equivalent employee in their job classification up to 16 hours of leave in any 12-month period to attend their child's school conferences or participate in school-related activities that the eligible employee is unable to schedule outside of regular working hours. Also, if the employee's child receives childcare services or attends a prekindergarten regular or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during nonwork hours. Leave under this policy will be unpaid to the extent permitted by applicable law.

MN Civil Air Patrol Leave

The Company will grant all exempt and non-exempt employees who are duly qualified to serve as members of the Minnesota Civil Air Patrol and work for the Company for an average of 20 or more hours per week leave to perform missions in the Minnesota Civil Air Patrol, as requested or under the authority of applicable Minnesota state or local governments, provided such leave does not unduly disrupt the Company's business operations. Leave under this policy will be unpaid to the extent permitted by applicable law.

MN Bone Marrow/Organ Donor Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota for an average of at least 20 or more hours per week leave to undergo a medical procedure for the purpose of bone marrow or organ donation. This policy applies to any Company employees working at a Company-operated worksite within the State of Minnesota.

Eligible employees may take the necessary amount of time required for successful bone marrow or organ donation, provided the eligible employee's leave does not exceed 40 hours in duration. The Company may, in its discretion, agree to grant eligible employees with additional leave.

Leave under this policy will be paid in accordance with applicable law, at an eligible employee's regular rate of pay, which will meet or exceed all applicable minimum wage rates. The Company will continue to provide leave under this policy to otherwise eligible employees who are disqualified from donating by way of a medical determination until issuance of the disqualifying determination.

Eligible employees seeking leave under this policy must, upon request, provide their supervisor or the Company's Human Resources Department with documentation from the employee's treating physician verifying the purpose and duration of each request for donation leave under this policy. If a medical determination disqualifies an otherwise eligible employee as a donor, paid leave granted to the employee prior to the determination is not forfeited.

MN Quarantine Leave

The Company will grant full-time and part-time employees working in the State of Minnesota who have been instructed by a directive or written recommendation of the State Health Commissioner, a federal quarantine officer, or a court order, to isolate or quarantine, or to care for another who has been so instructed to quarantine, leave to do so amid a declaration of a pandemic or a public health emergency to prevent the spread of a highly transmittable disease. Leave under this policy will be unpaid to the extent permitted by applicable law.

MN Witness Duty Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota who are subpoenaed or asked by a prosecuting attorney to testify in a criminal proceeding reasonable leave for the purpose of providing testimony. Leave under this policy may be unpaid to the extent permitted by applicable law, except exempt employees will not incur any reduction in pay for a partial week of absence due to witness duty.

MN Crime Victim Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota against whom a criminal offense has been committed, who is witness to a criminal offense, or who is the immediate family member of an individual against whom a criminal offense has been committed, leave to attend related criminal court proceedings to provide testimony in response to a subpoena or a prosecuting attorney's request. Leave under this policy will be unpaid to the extent permitted by applicable law.

Eligible employees seeking leave under this policy must provide their supervisor or the Company's Human Resource Department notice at least 48 hours' notice prior to taking leave under this policy unless circumstances make such notice impractical or impossible to do so. The Company may, in its sole discretion, require eligible employees to provide their supervisor or the Company's Human Resource Department with certifying documentation evidencing their need to take leave under this policy, which may include but is not limited to a copy of the subpoena or written request from a prosecuting attorney. The Company will maintain the confidentiality of all information received pertaining to an eligible employee's request for or use of crime victim leave under this policy.

MN Time Off to Vote

The Company will grant all exempt and non-exempt employees working in the State of Minnesota who are eligible to vote in any election in the State of Minnesota sufficient leave to travel to an election polling location, cast a vote, and return to the workplace during the eligible employee's regularly scheduled workday.

Leave under this policy will be paid in accordance with applicable law. Non-exempt eligible employees will be paid for leave taken under this policy for hours absent from the workplace for the purpose of voting in an election that falls within the eligible employee's scheduled shift, at their regular rate of pay, which will meet or exceed all applicable minimum wage rates. Eligible exempt employees will not incur a reduction in compensation for a partial day's absence for voting leave. The Company will also not make deductions from an eligible employee's salary or wages, or otherwise reduce their accrued personal or vacation leave because of exercising rights to leave under this policy. The Company will not require eligible employees to utilize or exhaust any accrued vacation or personal leave, to the extent available, prior to exercising rights to leave under this policy.

MN Election Judge Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota and who are registered as election judges, appointed in accordance with Minnesota law, leave on election day to perform their duties as election judges during their regularly scheduled workday. Leave under this policy will be paid in accordance with applicable law. Eligible non-exempt employees will be paid at their regular rate of pay, which will meet or exceed applicable minimum wage rates. However, the Company reserves the right to reduce the salary or wages of eligible employees serving as election judges in accordance with this policy by the amount earned by the eligible employee from the appointing authority while acting in their capacity as an election judge. The Company also reserves the right to limit the number of eligible employees that may simultaneously exercise rights to leave under this policy for purposes of serving as election judges on election day to twenty percent of the Company's workforce at any given worksite.

MN Legislative Leave

The Company will grant all exempt and non-exempt employees working in the State of Minnesota who are members of a major political party's state central committee or executive committee, who are delegates or alternate delegates to a major political party's convention of delegates, and/or who are duly elected to a public office leave to meetings or conventions as required by that office or position in accordance with applicable law. Leave under this policy will be unpaid to the extent permitted by applicable law, except that eligible exempt employees will receive pay as required by applicable law.

Appendix A – Bloomington Earned Sick and Safe Time Rider

(Applies Only to Eligible Employees Working in Bloomington, Minnesota)

This rider applies to employees who work within the geographic boundaries of the City of Bloomington and are covered by the Bloomington Earned Sick and Safe Time Ordinance.

Accrual and Use

Eligible employees accrue earned sick and safe time at a rate of one (1) hour for every thirty (30) hours worked, up to the maximum accrual and usage limits required by Bloomington ordinance or Minnesota law, whichever is more generous to the employee.

Earned sick and safe time may be used for all purposes permitted under Minnesota Earned Sick and Safe Time law, including illness, medical care, preventive care, bereavement-related matters, domestic abuse, sexual assault, stalking, public emergencies, school or place-of-care closures, and communicable disease-related absences.

Carryover and Payout

Unused accrued earned sick and safe time will carry over from year to year up to the maximum permitted by applicable law. Accrued but unused earned sick and safe time is not paid out upon separation from employment, unless required by law.

Benefits and Reinstatement

During use of earned sick and safe time, the Company will maintain group health benefits on the same terms as if the employee were actively working. Employees returning from leave will be restored to the same rate of pay and benefits, subject to lawful adjustments.

Enforcement and Remedies

An employee or other person may report suspected violations to the Bloomington City Attorney's Office. The City Attorney's Office has sole discretion to investigate or pursue enforcement. Remedies may include reinstatement, back pay, restoration of unlawfully withheld leave, civil penalties, and other relief permitted by ordinance and law.

The Company will not retaliate against any employee for exercising rights under this policy or applicable law.

Appendix B – Minneapolis Earned Sick and Safe Time Rider

(Applies Only to Eligible Employees Working in Minneapolis, Minnesota)

This rider applies to employees who perform work within the geographic boundaries of the City of Minneapolis for at least eighty (80) hours in a year and are covered by the Minneapolis Sick and Safe Time Ordinance.

Accrual and Use

Eligible employees accrue earned sick and safe time at a rate of one (1) hour for every thirty (30) hours worked within the City of Minneapolis, up to forty-eight (48) hours in a year, unless a greater amount is required by law. Total accrual may not exceed eighty (80) hours.

Earned sick and safe time may be used in increments of no less than fifteen (15) minutes and no more than four (4) hours.

Leave may be used for the employee's or a family member's illness, medical care, preventive care, bereavement-related matters, domestic abuse, sexual assault, stalking, public emergencies, school or place-of-care closures, and other reasons permitted by ordinance and Minnesota law.

Carryover, Rehire, and Payout

Unused accrued leave will carry over from year to year up to the maximum permitted by law. Accrued but unused earned sick and safe time is not paid out at separation. If an employee is rehired within one hundred eighty (180) days, previously accrued unused leave will be reinstated.

Documentation

The Company may require reasonable documentation for absences of two (2) or more consecutive scheduled workdays, as permitted by law.

Non-Retaliation

The Company prohibits retaliation against any employee for requesting or using earned sick and safe time or for asserting rights under applicable law.

Appendix C – St. Paul Earned Sick and Safe Time and Minimum Wage Rider

(Applies Only to Eligible Employees Working in St. Paul, Minnesota)

This rider applies to employees who perform work within the geographic boundaries of the City of St. Paul for at least eighty (80) hours in a year and are covered by applicable St. Paul ordinances.

Earned Sick and Safe Time

Accrual and Use

Eligible employees accrue earned sick and safe time in accordance with St. Paul's Earned Sick and Safe Time Ordinance and Minnesota law, at a rate no less favorable than one (1) hour for every thirty (30) hours worked, subject to applicable annual and total accrual limits.

Earned sick and safe time may be used for all purposes permitted under St. Paul ordinance and Minnesota law, including illness, medical care, preventive care, bereavement-related matters, domestic abuse, sexual assault, stalking, public emergencies, school or place-of-care closures, and communicable disease-related absences.

Carryover and Payout

Unused accrued earned sick and safe time will carry over as required by law. Accrued but unused earned sick and safe time is not paid out at separation, unless required by law.

Enforcement and Remedies

An employee or other person may report suspected violations to the St. Paul Department of Human Rights and Equal Economic Opportunity. Available remedies may include reinstatement, back pay, payment of unlawfully withheld leave, liquidated damages, administrative fines, and other relief authorized by ordinance and law.

The Company will not retaliate against any employee for exercising rights under this policy or applicable law.

Minimum Wage

Employees working in the City of St. Paul are entitled to be paid no less than the applicable St. Paul minimum wage rate based on employer size and effective dates established by city ordinance. Employees have the right to report violations of the minimum wage ordinance and are protected from retaliation for requesting payment of minimum wages or reporting suspected violations.

APPENDIX V: Pennsylvania Supplement

This Pennsylvania Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

Supplement to Policy on Other Types of Leave.

Pennsylvania Military Leave (Only for Pennsylvania Employees)

Pennsylvania employees who serve in the military are entitled to the protections of the Pennsylvania Military Leave of Absence Act (the “Pennsylvania Act,” also known as “PAMLAA”). Under the Pennsylvania Act, the Company will grant an unpaid leave of absence to any employee who is: (a) drafted into or enlists in active military service at the time of war, armed conflict, or emergency proclaimed by the governor or the President of the United States; (b) a member of the reserve components of the armed forces who is called to active duty by the United States, or (c) a member of the Pennsylvania National Guard or another state’s National Guard reserve component who is called to active duty by the Governor or the Governor’s designee. A military leave granted under this policy will generally expire 90 calendar days after expiration of the period of military duty unless federal law provides for a longer period of leave. However, a military leave granted to an employee ordered to active state duty or special state duty as a member of the Pennsylvania National Guard will expire 30 days after the expiration of the period of state duty. Employees may return to employment prior to the expiration of a leave upon notifying the Company of their desire and availability to return. The Company will continue health insurance and other benefits during the first 30 days of military duty served by a member of the Pennsylvania National Guard, or a member of any reserve component called or ordered into active duty, other than active duty for training. At the end of the first 30 days, employees will be given the option of continuing health insurance and other benefits at their own expense at the rate paid by the Company. Upon return from leave, employees will be restored to their prior position, or a position of like seniority, status, and pay. If, however, an employee is not qualified to perform such positions due to disability sustained during duty, the Company will restore the employee to another position that the employee is qualified to perform, if any, that will provide the employee with like seniority, status, and pay, or nearest approximation therefore, unless the Company’s circumstances have changed which make it impossible or unreasonable to do so. Any employee who is separated from service due to an undesirable, bad conduct or dishonorable discharge generally will not be entitled to benefits under the Pennsylvania Act. This policy and the military leave policy set forth above are intended to grant military leave in accordance with the requirements of applicable Pennsylvania and federal law in effect at the time a leave is granted. No greater or lesser leave benefits will be granted than those set forth in these laws, as may be amended from time to time. In all cases, employees will be eligible for the most generous benefits available under applicable law except that Pennsylvania law will not apply if such law is invalid due to federal benefit law preemption.

Supplement to Policy on Other Types of Leave

Crime Victim Leave

Eligible employees may take time off from work to comply with a subpoena or other court order to serve as a witness in a criminal proceeding, or to attend a criminal proceeding. Employees are eligible for time off under this policy if they are: (a) the victim of the crime at issue in the proceeding; (b) related to the

victim within three degrees of the employee (i.e., parents, grandparents and great-grandparents; brothers and sisters, nephews and nieces; uncles and aunts; children, grandchildren and great-grandchildren); (c) in a common-law relationship with the victim; or (d) living in the same household with the victim. An employee who is the alleged perpetrator of the crime is not eligible for time off. Time off under this policy will not be compensated except that exempt employees will not incur any reduction in pay for a partial week's absence to serve as a witness.

APPENDIX VI: Utah Supplement

This Utah Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

Supplement to Policy on Equal Employment Opportunity and Harassment

Utah Protected Classifications (Only for Utah Employees)

For employees in Utah, the Company also complies with Utah law and administrative regulations, which prohibit discrimination and harassment against employees or applicants for employment based on the following: race, color, religion, sex, age (40 or over), national origin, disability, sexual orientation, gender identity, pregnancy (including childbirth and pregnancy-related conditions, as well as breastfeeding or medical conditions related to breastfeeding), childbirth or pregnancy-related conditions, genetic information, membership in the armed forces or reserves, and disease immunity status. The Company also does not discriminate against employees due to their lawful expression or expressive activity outside the workplace of their religious, political, or personal convictions, unless that expression or expressive activity is in conflict with the Company’s essential business-related interests. The Company also complies with state and federal law, which expressly prohibit harassment against employees and applicants based on the aforementioned protected classifications, as well as retaliation for exercising rights under all applicable state and federal civil rights laws. The Company will not tolerate unlawful discrimination, harassment, or retaliation based upon these characteristics or any other characteristic protected by applicable federal, state, or municipal law. Violation of this policy will result in disciplinary action, up to and including immediate employment termination.

Supplement to Policy on Accommodation.

Utah Religious Accommodation Policy (Only for Utah Employees)

An employee may express the employee’s religious or moral beliefs and commitments in the workplace in a reasonable, non-disruptive, and non-harassing way on equal terms with similar types of expression of beliefs or commitments allowed by the Company in the workplace, unless the expression is in direct conflict with the essential business-related interests of the Company.

The Company will not discharge, demote, terminate, or refuse to hire any person, or retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against any person otherwise qualified, for lawful expression or expressive activity outside of the workplace regarding the person’s religious, political, or personal convictions, including convictions about marriage, family, or sexuality, unless the expression or expressive activity is in direct conflict with the essential business-related interests of the Company. The Company will not compel an employee to engage in religiously objectionable expression that the employee reasonably believes would burden or offend the employee’s sincerely held religious beliefs, unless accommodating the employee would cause an undue burden to the Company by substantially interfering with the Company’s:

- core mission or the Company’s ability to conduct business in an effective or financially reasonable manner; or
- ability to provide training and safety instruction for the job.

To receive a religious accommodation an employee must request an accommodation and provide the

Company with a reasonable opportunity to accommodate the employee. To request a religious accommodation, contact the Company's Human Resources Department. "Religiously objectionable expression" means expression, action, or inaction that burdens or offends a sincerely held religious belief, including dress and grooming requirements, speech, scheduling, prayer, and abstention, including abstentions relating to healthcare.

APPENDIX VII: Wisconsin Supplement

This Wisconsin Supplement (“**Supplement**”) serves as a supplement to your Employee Handbook with Hatch Bank (“Hatch” or “Company”) which is incorporated herein by reference. Nothing in this Supplement changes your employment relationship with Hatch, which is “at will.” This means that your employment with us will last so long as both you and Hatch choose to continue the relationship, without limitation on either party. It also means that either party may terminate the relationship at any time, for any reason or no reason, with or without notice. This Supplement may be amended or added to at any time, including temporary modifications to address external factors affecting the working environment. When this happens, you will be notified of any material change(s).

Supplement to Policy on Equal Employment Opportunity and Harassment

Wisconsin Protected Classifications (Only for Rhode Island Employees)

The Company also complies with Wisconsin law and administrative regulations, which prohibit discrimination and harassment against any employees or applicants for employment based on the following: age (over 40), race, creed, color, disability, marital status, sex (including pregnancy, childbirth, maternity leave or related condition), national origin, ancestry, sexual orientation, certain arrest or conviction records, military service, use or nonuse of a lawful product off the employer’s premises during nonworking hours, genetic testing, honesty testing, HIV status, and declining to attend a meeting or to participate in any communication about religious or political matters. The Company will also not require an applicant or employee to submit to a lie detector test, except under limited circumstances and in accordance with applicable law.

For employees working in the City of Madison, the Company will not discriminate on the basis of sex, race, religion or atheism, color, national origin or ancestry, citizenship status, age (18 years), handicap/disability, marital status, source of income, arrest record, conviction record, credit history, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partner status, receipt of rental assistance, the fact that the person declines to disclose their social security number, homelessness or unemployment status.

For employees working in the City of Milwaukee, the Company will not discriminate on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, hairstyles associated with race, ethnicity, and cultural identity, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories.

The Company will not tolerate discrimination, harassment, or retaliation based upon these characteristics or any other characteristic protected by applicable federal, state, or municipal law. Violation of this policy will result in disciplinary action, up to and including immediate employment termination.

Wisconsin Political Opinions Protections Policy (Only for Wisconsin Employees)

The Company will not discharge or threaten to discharge an employee or take other adverse action for the purpose of influencing the employee’s vote in an election or political contribution. The Company also will not attempt to influence employee votes by promising higher wages or other incentives in the terms and conditions of employment.

Supplement to Policy on Meals and Breaks

Wisconsin Meal and Rest Breaks (Only for Wisconsin Employees)

It is the Company's policy to comply with all laws regarding meal and rest breaks. Employees should ask their supervisor or the Company's Human Resources Department for additional information regarding meal and rest breaks required under state law. The Company will provide break time to non-exempt employees as appropriate, subject to operational needs and supervisor discretion. Any bona fide meal break provided by the Company of at least 30 consecutive minutes or more during which non-exempt employees are completely relieved from duty for the purposes of eating a meal and is free to leave the worksite and/or Company's premises is not considered work time and is not compensable. Non-exempt employees are not considered relieved of duty if they are required to perform any work-related tasks, whether active or inactive, including remaining at a workstation or desk while eating. Non-exempt employees who choose to remain at a workstation or at the Company's premises, but who are otherwise free to leave, will not be compensated for uninterrupted meal periods of 30 or more consecutive minutes. Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Non-exempt employees must record the beginning and ending time of their meal breaks each day on their time records.

Supplement to Policy on Access to Personnel Files

Access to Employee Personnel File Policy (Only for Wisconsin Employees)

Employees who wish to review their personnel file should submit a written request to the Company's Human Resources Department. The Company will provide access to the file within seven working days of the request. Employees are allowed to review their files two times per calendar year. The review will take place at a location reasonably near the employee's place of employment, during normal working hours, unless the Company offers another time or location for the employee's convenience. If the inspection during normal working hours would require an employee to take time off from work with the Company, the Company may provide some other reasonable time for the inspection.

Employees are permitted to obtain a copy of their personnel files, but requesting employees may be required to pay a reasonable copying fee for each page copied, not to exceed the actual cost of reproduction. Employees involved in a current grievance against the Company may designate, in writing, a representative to inspect personnel records that may have a bearing on the grievance. Employees who wish to designate an agent to inspect the personnel file must indicate that designation in their written request. For purposes of this policy, "personnel file" means documentation that the Company has used in determining a requesting employee's qualifications for employment, promotion, transfer, additional compensation, termination, or other disciplinary action, as well as certain medical records. The following records are not subject to inspection by employees: records relating to the investigation of possible criminal offenses committed by the employee; letters of reference for the employee; portions of test documents (other than a cumulative score); materials used by the Company for staff management planning; personal information about another employee, the disclosure of which would constitute an unwarranted invasion of that person's privacy; records relevant to any other pending claim between the Company and the employee, which may be discovered in a judicial proceeding; and certain medical records.

Employees who believe that any information in their personnel file is incorrect may submit a written request for a correction to the Company's Human Resources Department. If the Company does not agree with the employee's requested correction, the employee may submit a written statement explaining the employee's position on the matter. The statement will become a part of the employee's personnel file.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

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



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16