



2.1 Employee Classifications and Employment-At-Will

1. Exempt Status: An exempt employee's duties and responsibilities are described under applicable wage and hour laws. Exempt employees are exempt from the overtime and certain other provisions of applicable wage and hour laws. Exempt employees may be required to perform work in excess of 40 hours per workweek without additional compensation.

2. Non-Exempt: An employee who is not classified as "exempt," is a non-exempt employee and is entitled to overtime pay. Non-exempt employees are commonly referred to as "hourly" employees.

3. Regular Full-Time: A regular full-time employee is one assigned to a position that requires full-time service of a minimum of 30 hours per week, but positions requiring 40 hours per week are more common.

4. Regular Part-Time: A regular part-time employee is one assigned to a position that is one in which the employee works a schedule that is less than full-time (as defined by the Company), and is expected to continue for an indefinite period. A regular part-time employee usually works a consistent number of hours each week; however, fluctuations may occur.

5. Seasonal: A seasonal employee is one that generally is expected to work full-time for 6 continuous months or less each year and usually works during the same time each year.

6. Temporary: A temporary employee is one assigned to a position that is full-time or part-time and is expected to continue for a specific period of time or until the occurrence of a specified event. Examples of temporary employees include student interns, replacements for regular employees on leave of absence, supplements to the regular workforce during peak periods, and those hired to work on a specific project only. Temporary employees are paid through Company payroll. Although most temporary assignments last less than 12 months, such assignments can last longer.

7. Leased: A leased employee is one who is employed by an employment staffing firm and who is assigned to work at the Company's workplace. In other words, the individual is "leased" to the Company. A leased employee is paid by the employment staffing firm which is the individual's employer for IRS purposes.

8. Independent Contractor: Generally, an independent contractor is an individual who offers services to the public at large and who is retained under contract to provide a discrete service for a project or a specified period of time, who works without daily oversight, and who is responsible only for an end product. An independent contractor is often referred to as a consultant.

9. Employment-At-Will: Employees are employed at the will of the Company and are subject to termination at any time, for any or no reason, with or without cause or notice. Similarly, an employee may terminate his/her employment with the Company at any time and for any or no reason.



No Company representative, other than a Company president in consultation with the HR business partner, is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that is contrary to this policy. Supervisory and management personnel are not permitted to make any representations to employees or applicants concerning the terms or conditions of employment with the Company which are not consistent with Company policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, will alter the at-will nature of employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in any employee handbooks or other employee communication materials, employment applications, company recruiting materials, company memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, are to create an express or implied agreement concerning any terms or conditions of employment. Similarly, Company policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the Company's part or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination set forth in any employee materials or other Company documents are examples only, not all-inclusive lists, and are not intended to restrict the Company's right to terminate at-will.