

IRONWOOD

EMPLOYEE HANDBOOK



IRONWOOD



**MARSH & McLENNAN
AGENCY**

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Introductory Statement

Welcome to Ironwood Insurance Services, a Marsh & McLennan Agency LLC Company (“Ironwood” or “the Company”). This handbook has been prepared to provide our Employees with a general understanding of our policies, rules and benefits available to eligible Employees. Please review and familiarize yourself with the contents of this handbook, as it will answer many of the questions you may have about employment with Ironwood.

However, no Employee handbook can anticipate every circumstance or question about policy. Accordingly, Ironwood reserves the right to revise, supplement, or rescind any portion of the handbook and/or any other Company policy or procedure from time to time as it deems appropriate. Employees will be given reasonable notice of such changes. As an Employee of Ironwood, you are expected to remain informed about and to comply with all Company policies and procedures, regardless of whether they are contained in this handbook or communicated to you through other methods.

If you have any questions regarding the material in the handbook, please contact your manager or Human Resources (hr@ironwoodins.com or 404-537-4279) for clarification.

The handbook is not a legal document or employment contract, and does not guarantee continued employment with Ironwood. Nothing in this handbook is intended to or shall be interpreted as interfering with, constraining, or preventing Employee activities protected by the National Labor Relations Act or other applicable local, state, or federal laws, including, but not limited to, communications and protected concerted activities regarding wages, working conditions, and any other terms and conditions of employment. Employees are encouraged to bring all concerns to the attention of Ironwood, but nothing in this handbook prohibits Employees from reporting possible violations of federal, state, or local law or regulation to any government agency or entity or making other disclosures that are protected under applicable whistleblower laws.



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1. Employment Policies & Procedures

1.1. Employment-At-Will

Employment with Ironwood is at-will, which means the employment relationship may be terminated with or without cause and with or without notice at any time by you or Ironwood. In addition, Ironwood may alter an Employee's position, duties, title or compensation at any time, with or without notice and with or without cause. Nothing in this Handbook or in any document or statement and nothing implied from any course of conduct shall limit Ironwood's or Employee's right to terminate employment at-will.

1.2. Equal Employment Opportunity and Non-Harassment

Ironwood provides equal employment opportunity to all Employees and applicants. This means that all employment decisions, including hiring, placement, discipline, promotion, leave of absence, job assignment, compensation, transfer, layoff, recall, and termination and access to benefits and training, are made without regard to race, color, national origin, citizenship, religion, sex (including pregnancy), sexual orientation, armed forces status, age (age 40 and over), disability, or any other characteristic protected by federal, state, and/or local law.

Ironwood does not and will not permit Employees to engage in unlawful discriminatory practices, or harassment, including sexual harassment, based on race, color, national origin, citizenship, religion, sex (including pregnancy), sexual orientation, armed forces status, age (age 40 and over), disability, or any other characteristic protected by federal, state, and/or local law. Employees and their work environment should be free from all forms of unlawful harassment, discrimination, and intimidation.

Equal employment opportunity encompasses Ironwood's commitment to maintaining a work environment that is free of unlawful harassment, including sexual harassment.

Ironwood does not tolerate the harassment of any Employee by any other person for any reason. Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, Employees are responsible for respecting the rights of their coworkers and treating each other with courtesy and professionalism.

Unlawful harassment is verbal or physical conduct that denigrates or shows hostility toward an individual or creates an intimidating, hostile, or offensive working environment because of that person's race, color, national origin, citizenship, religion, sex (including pregnancy), sexual orientation, armed forces status, age (age 40 and over), disability, or any other protected characteristic and is strictly prohibited and may subject the individual harasser to liability for any such conduct.

Harassment may include, but is not necessarily limited to, comments, jokes, epithets, pranks, innuendos, gestures, touchings, displays, threats, or any other form of conduct relating to an individual's race, color, national origin, citizenship, religion, sex (including pregnancy), sexual orientation, armed forces status, age (age 40 and over), disability, or any other characteristic protected by federal, state, or local law.



Sexual harassment is strictly prohibited. Sexual harassment consists of unwelcome physical contact, sexual advances, requests for sexual favors, and other inappropriate communications, visual, verbal, or physical conduct of a sexual nature that creates an offensive or hostile work environment. Sexual harassment also exists when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis of an employment decision such as job promotion, hiring, or termination affecting the harassed Employee.
- The harassment has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an environment that is intimidating, hostile or offensive.

Any Employee who believes that he/she is or has been harassed in violation of this policy should immediately report the incident to his/her supervisor or manager or to Human Resources, and, orally or in writing, state the details of the sexually harassing or other type of harassing behavior. If it is difficult or uncomfortable for the Employee to discuss such a matter with his/her supervisor or manager (or if the harassment involves the supervisor or manager), the Employee should report the incident to Human Resources.

Any Employee or manager who becomes aware of any such objectionable conduct must immediately advise any of the individuals listed above to ensure that such conduct does not continue.

Ironwood will listen to all reasonable complaints, take prompt investigatory action with due regard for confidentiality, and take appropriate corrective and preventative action to end any offensive behavior. Employees are expected to cooperate fully with any investigation. Discipline will depend on the facts and circumstances of each incident and may include termination of employment.

Ironwood absolutely prohibits any form of retaliation against any Employee for reporting alleged harassment or discrimination or for assisting in a complaint investigation. Any Employee who believes retaliation has resulted from either the reporting of a complaint or from participation in an investigation of a complaint should immediately report this to his/her immediate supervisor or manager, or Human Resources.

1.3. Background & Criminal Checks

To ensure that individuals who join Ironwood are well qualified and to ensure that Ironwood maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All employment is contingent upon satisfactory post-offer background check reports. Background and criminal checks include, but are not limited to, State Criminal Check, SSN Trace, Motor Vehicle Record, Sex Offender Registry Check, and National Criminal Database Scan. Ironwood utilizes a consumer reporting agency, Critical Research, to complete these reports.



If an applicant or Employee attempts to withhold information or falsify information related to a background check report, the Employee could be disqualified from further employment consideration in any position with Ironwood.

1.4. Employee Referral

At Ironwood, we have found that Employee referrals are an effective way for recruiting top-notch Employees. If you refer a person who then is hired and remains in the job for at least 90 days, you will receive a reward of \$2,500, less applicable taxes. This benefit is available to all Employees, including partners, for new referrals made after March 29, 2018. To receive this reward, you must be employed by Ironwood when the reward payment is made.

The process of referring a candidate is simple. Just send an email to Human Resources at the time of the referral.

1.5. Termination

Upon receipt of a voluntary resignation from Ironwood, Ironwood reserves the right to release an Employee from their job duties immediately and/or before the notice period has ended. Ironwood will pay an Employee for all time worked, as well as their unused PTO. Upon termination, Ironwood will be reimbursed by the Employee for any PTO taken that has not yet been earned at the time of termination. Ironwood will not pay an Employee for time not worked, this includes any time not worked during the notice period.

1.6. Technology

1.6.1. Electronic Communications and Acceptable Use Policy

Ironwood maintains computers, including software, hardware, laptops and network systems, the Internet and Email systems, telephone, facsimile and voice mail systems (collectively called electronic information systems), for business purposes and their use should be limited to business purposes, except as expressly allowed below. All such systems and equipment are the property of Ironwood.

Ironwood reserves the right to access, monitor, retrieve, review, and/or disclose communications and information stored in, transmitted from or received by any part of its electronic information systems, including any “deleted” content, at Ironwood’s discretion and without notice. Ironwood may access, monitor, retrieve, review, and/or disclose such communications and information for any purpose, including, without limitation, protecting proprietary or confidential information, evaluating productivity, preventing misuse of the systems, investigating illegal or unethical conduct, correcting system problems and ensuring compliance with this policy. The contents of all communications and all information on Ironwood systems, including Email and voice mail messages, are subject to review and use by authorized Ironwood representatives and by third parties (including law enforcement officials) as Ironwood, in its discretion, deems necessary or appropriate.



Employees have no expectation of privacy in using Ironwood's electronic information systems, or with respect to information or data stored on or linked to any Ironwood computer, device, system, server, or computer storage (hardware or cloud-based). This applies to all aspects of Ironwood's electronic information systems, including, but not limited to, stored Email and voice mail messages, contacts, documents, photographs, videos, and all data and work products created or stored on Ironwood computers. All passwords and access codes are Ironwood's property and must be provided to Ironwood upon request. Employee use of passwords and access codes does not confer or imply privacy rights. Ironwood engages in compliant archiving of all email messages, and therefore Employees should understand that even deleted messages may be retrieved.

Ironwood understands that Employees may occasionally use Ironwood's computer hardware and networks for personal use. Such use is acceptable only if it does not negatively affect an Employee's work performance, does not create security issues, and does not constitute misuse of Ironwood's systems, as outlined below. Such use must only be sporadic and occasional. Employees are not to treat their Ironwood-provided laptop computers as their own personal devices; Ironwood equipment should at all times be used primarily for business purposes. Employees should not store excessive amounts of personal photos, videos, music or other data files that affect device performance or which cause data-storage issues. Employees should understand that any such information may be deleted by Ironwood at any time and for any reason, and that they will not be able to retain such information upon termination of employment.

Misuse of the electronic information systems is prohibited and may have a negative impact on an Employee's employment relationship with Ironwood. Misuse includes, but is not limited to, the following kinds of conduct:

- Using the systems for illegal purposes.
- Accessing pornographic sites using Ironwood equipment.
- Accessing, downloading, displaying, transmitting, printing or storing any offensive, obscene or threatening material.
- Accessing, making, sending or forwarding discriminatory, harassing, fraudulent, defamatory, threatening or otherwise improper communications or materials, even when intended as humor.
- Intentionally introducing viruses or damaging files or otherwise making wasteful or disruptive use of Ironwood's electronic information systems.
- Loading unauthorized or unlicensed software onto Ironwood's electronic information systems.
- Distributing, downloading or printing copyrighted materials in violation of copyright laws.
- Any use that is contrary to Ironwood's legal and business interests.
- Sharing or failing to safeguard or use passwords, access codes or other security measures, and/or using or copying unauthorized passwords, access codes, encryption keys or software.
- Using passwords or access codes assigned to others.
- Accessing, altering, or copying other Employees' electronic files without permission.



- Breaching, or trying to breach, computer or network security systems.
- Allowing Ironwood’s electronic information systems to be used by individuals who are not Employees or business associates of Ironwood.
- Using Ironwood’s electronic information systems to disclose or communicate trade secrets or other proprietary, confidential or sensitive information, except as expressly authorized and appropriately safeguarded.

The above are only examples of conduct that may result in disciplinary action. Any misuse or abuse of any computer, communication or other electronic equipment or system provided by Ironwood in violation of law or Company policies may result in disciplinary action, up to and including termination of employment.

1.6.2. Email Guidelines

- Email must be treated in the same manner as a paper document of the same nature.
- All Email correspondence must be professional and courteous.
- Email is not intended to be a repository for all files and documents. Employees must store attachments in the proper server storage locations as they pertain to client-related activity.
- All client-related Email should be attached to the proper client account in Ironwood’s client management system.
- Any email that contains confidential client information must be transmitted in a secure fashion, i.e. utilizing Ironwoods secure file transfer solution.
- It is an Employee's responsibility to review their spam mailbox to release or remove messages that are held in the spam folder.
- No personal client data (including but not limited to PHI) should be included in the body of an email.
- Do not send a password in the body of an email with a password-protected document attached.
- Ironwood automatically archives all email over 2 years in a separate database accessible within the current Microsoft 365 hosted environment. In addition, a compliant archiving solution is in place to maintain copies of all incoming and outgoing email for 10 years.

1.7. Cellular Phone Policy

Ironwood reimburses Employees for cellular phone service so that they can respond to clients’ needs whenever and wherever they occur. As such, Ironwood will reimburse an Employee up to \$125 per month. In order to be reimbursed for this charge, the Employee must submit a copy of their phone bill to the Accounting department on a monthly basis.

1.8. Return of Property

Employees are responsible for all Ironwood property, materials, or written information issued to them or in their possession or control. Employees must return all Ironwood property immediately upon request or on or prior to their last day of employment. Ironwood will take all action deemed appropriate to recover or protect its property.



2. Leave of Absence

2.1. Reasonable Accommodation

Ironwood is committed to compliance with applicable state and federal laws governing reasonable accommodations for both applicants and Employees. Reasonable accommodation will be provided to qualified individuals with disabilities, unless such accommodation will cause an undue hardship for the Company. Ironwood will also provide reasonable accommodations for an individual's religious beliefs or practices, unless doing so will cause an undue hardship.

Applicants or Employees who require a reasonable accommodation should notify Human Resources of the need for an accommodation, including the reason the accommodation is needed (e.g., due to a disability or conflict between your religious beliefs and work) and the suggested accommodation. You may be asked to provide additional information and/or supporting documentation regarding your request, including supporting medical documentation if your request is due to a disability. Ironwood will engage in an interactive process and determine the reasonableness of an accommodation and any undue hardship on a case-by-case basis.

2.2. Family and Medical Leave Act (FMLA)

Ironwood complies with the Family and Medical Leave Act of 1993 and other applicable laws regarding family and medical leave. Ironwood posts the mandatory FMLA Notice and upon hire provides all new Employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide Employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, Employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact your immediate supervisor or Human Resources in writing.

2.2.1. General Provisions

FMLA requires that covered employers provide up to 12 weeks of unpaid, job-protected leave to eligible Employees.

2.2.2. Eligibility

To qualify to take family or medical leave under this policy, the Employee must meet both of the following conditions:

- 1) The Employee must have worked for Ironwood at least one year; and



- 2) The Employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.

The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an Employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an Employee under FMLA.

2.2.3. Type of Leave Covered

To qualify as FMLA leave under this policy, the Employee must be taking leave for one of the reasons listed below:

- for the birth and care of the newborn child of an Employee;
- for placement with the Employee of a child for adoption or foster care;
- to care for an immediate family member (spouse, domestic partner, child, or parent) with a serious health condition; or
- the Employee is unable to work because of his/her own serious health condition.

An Employee may take leave because of a serious health condition that makes the Employee unable to perform the functions of the Employee's position.

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

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy are to be directed to Human Resources.

If an Employee takes PTO for a condition that progresses into a serious health condition and the Employee requests unpaid leave as provided under this policy, Ironwood may



designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

2.2.4. Amount of Leave

An eligible Employee can take up to 12 weeks for the FMLA circumstances listed previously under this policy during any 12-month period. Ironwood will measure the 12-month period as a rolling 12-month period measured backward from the date an Employee uses any leave under this policy.

If both members of a married couple work for Ironwood and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, both spouses may only take a combined total of 12 weeks of leave.

2.2.5. Employee Status and Benefits During Leave

While an Employee is on leave, Ironwood will continue the Employee's health benefits under any "group health plan" during the leave period at the same level and under the same conditions as if the Employee had continued to work. This means both the Company and the Employee are expected to pay their same portions of the health care premium and other existing benefits.

Upon return from FMLA leave, Employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

2.2.6. Military Family Leave Entitlements

Eligible Employees whose spouse, domestic partner, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave in a rolling 12-month period for certain qualifying exigencies related to or affected by the family member's call-up or service in a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative child care for the servicemember's child, addressing certain financial and legal arrangements relating to the servicemember's military duty, 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 during a single 12-month period (measured forward from the date the Employee first takes leave) to care for a spouse, domestic partner, son, daughter, parent or next-of-kin who is a covered servicemember. A covered servicemember 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 suffered or aggravated during active military duty; 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 suffered or aggravated during active military duty.

2.2.7. Use of Leave

Leave for the Employee's own serious health condition or to care for a family member may 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. Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave taken to care for a child after birth, adoption, or placement in the Employee's home for foster care must be taken continuously.

Generally, FMLA leave is unpaid leave. However, an Employee on FMLA leave will be required to exhaust all accrued paid leave that may be available based upon the qualifying event, including any paid maternity leave, and this accrued paid leave will run concurrently with the family and medical leave. (Employees will not continue to accrue additional paid leave during FMLA leave). If an Employee is receiving short-term disability benefits or workers' compensation benefits for a condition which is also a serious health condition under the FMLA, the Employee's short-term disability absence and/or workers' compensation absence also will run concurrently with the Employee's family and medical leave. In addition, all FMLA leave will run concurrently with any leave provided by state or local law, if applicable.

2.2.8. Employee Responsibilities

Employees must provide 30 days' 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 the Company's normal procedures for providing notice of absences.

Leave of absence requests should be sent in writing to your supervisor as well as Human Resources. Employees must provide sufficient information for the Company 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 the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave, as well as a return-to-work authorization.

Employees must provide two (2) days' notice of their intent to return to work and, if applicable, a return-to-work authorization from his/her health care provider. If an



Employee fails to report to work promptly at the expiration of the approved leave period and fails to contact the Company to request additional time off, such failure may be considered a resignation.¹

2.2.9. Employer Responsibilities

Ironwood will inform Employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the Employees' rights and responsibilities. If the Employee is not eligible, the Company will provide a reason for the ineligibility. Ironwood will also inform the Employee if leave will be designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the Employee.

2.2.10. Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practices made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

2.2.11. 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.

2.3. Maternity Leave

The leadership of Ironwood believes strongly in providing time for working mothers to recuperate, heal and bond with their newborn following the birth or adoption of a child. For this reason, Ironwood provides eligible Employees with up to 12 weeks of maternity leave following the delivery of a child in accordance with FMLA regulations.

The amount of paid time during Leave is based on continuous years of service in a full-time position with Ironwood and may be coordinated with Short Term Disability (STD) benefits, as follows:

¹ Employees who have exhausted their available FMLA leave or are not eligible for FMLA or similar state/local law leave may be entitled to leave as a reasonable accommodation if they are unable to work due to a disability. Employees with questions regarding leave as a reasonable accommodation should contact Human Resources.



Years of Service	First 2 Weeks of Leave (STD elimination period)	Next 8 Weeks of Leave	Last 2 Weeks of Leave
Less Than 1 year	Accrued and unused PTO may be used to receive full base pay (if PTO has been exhausted, this time will be unpaid)	100% of base pay, coordinated to offset STD benefits	Accrued and unused PTO may be used to receive full base pay (if PTO has been exhausted, this time will be unpaid)
1+ years	100% of base pay provided by Ironwood	100% of base pay, coordinated to offset STD benefits	Accrued and unused PTO may be used to receive full base pay (if PTO has been exhausted, this time will be unpaid)

Eligibility & Benefit Guidelines:

- Service is based on length of service at the time leave begins (i.e., at the time of the birth or adoption of the Employee’s child);
- You must be a full-time Employee to be eligible for Maternity Leave;
- Leave must be taken at the time of the birth or adoption (in some circumstances, we understand leave may be needed prior to birth or adoption – such leave is subject to approval);
- Leave offered is per event – i.e., per birth or per adoption and time provided does not increase based on multiple births (twins, etc.) or the adoption of more than one child at one time;
- Payment of leave is based on your base salary and does not include overtime, bonuses or other forms of compensation not part of your base salary;
- In most situations, leave time must be taken consecutively;
- Benefits will continue as if you were actively working and deductions will remain in place for the duration of your approved leave;
- Provided you return to work at the end of the approved leave period, you will be reinstated to your former position or a position of equivalent pay, responsibility and stature;
- In most situations, you are not eligible for both Maternity Leave and Medical Leave within the same 12-month period;
- Participation in 401k will continue during the period of Maternity Leave.

Salary continuation during maternity leave following the delivery of your child will be paid so as to offset short-term disability benefits you may be eligible to receive. It is your responsibility to provide documentation to Human Resources to ensure you receive the difference between short-term disability benefits and compensation provided as part of this policy. Salary continuation for Maternity Leave following adoption will be paid simply as salary continuation as short-term disability benefits will not be a factor.

If you do not return at the end of the approved leave period, we cannot guarantee reinstatement to any position and you may be asked to reimburse Ironwood for benefit premiums paid on your behalf during leave. Payment in lieu of Maternity Leave will not be provided.



For this or any leave to work successfully, for both you and Ironwood, it is imperative that you keep your manager and Human Resources fully aware of the date you anticipate leave to begin and the date you will return to work. Of course, it is understood that babies do not typically arrive on a predetermined schedule and unforeseen circumstances may come into play. Regardless of the circumstances, open lines of communication are critical.

2.4. Personal Leave of Absence

From time to time, we understand that you may experience a need for medical or personal leave. If you are a full-time Employee with at least one year of service, you may request an unpaid 30-day leave of medical or personal leave of absence. Approval of leave is at the discretion of Ironwood leadership and will be made based on but not limited to such factors as the following: reason for leave request, past and current performance of the Employee requesting leave, years of service with Ironwood, client workload and operational demands.

If your leave request is approved, you must use all available PTO prior to taking unpaid leave. If you are not receiving any PTO from Ironwood, you must make arrangements with Human Resources to continue your portion of the Employee benefit premiums that would normally be deducted from your paycheck. Failure to continue your portion of the premium payments may result in the cancelation of your benefits through Ironwood.

A personal leave of absence does not provide job protection under the Family Medical Leave Act and Ironwood has the right to replace the position at any time.

2.5. Jury Duty

Ironwood encourages you to fulfill your civic responsibilities by serving jury duty when required. If you receive a jury duty summons, show it to your immediate supervisor as soon as possible so that arrangements can be made to accommodate your possible absence from work.

2.6. Military Leave

Employees who are members of a military or reserve branch of the Armed Forces of the United States or any State will be entitled to military leave in accordance with applicable law.

3. Attendance and Time

3.1. Attendance

Our standard work week is 45 hours, which includes a daily lunch hour. Ironwood allows flex time with your manager's approval as long as each Employee works 8 hours daily, excluding a break for lunch

3.2. After Business Hour Availability



Ironwood provides all Employees with a laptop and mobile phone and asks that you check your voice mail and Email messages on a regular basis after leaving the office and respond to all client requests in a timely manner.

We emphasize an improved quality of life/quality of customer service philosophy through the use of technology. You are encouraged to attend to personal issues and events whenever they arise as we want Employees to have the flexibility to be out of the office and to have a high quality of personal life. In exchange for this flexibility, we require that all Employees stay available to customers and each other through the provided technology. There is a much higher level of personal freedom given at Ironwood, but this requires a much higher level of responsibility. If managed properly, there will be a higher quality of personal life and satisfied clients.

3.3. Timekeeping

Accurately recording time worked is the responsibility of every Employee, whether exempt or nonexempt. Time worked is all the time spent on the job performing assigned duties. Accurate timekeeping is necessary for payroll, Paid Time Off, and other business reasons.

All non-exempt Employees should accurately record the time they begin and end their work. They should also record the time of departure from and return to work for any personal reasons (including off-duty meal periods and rest breaks/lactation breaks).

Employees should immediately report timekeeping errors to their supervisor or manager so that he/she can make the appropriate correction to timekeeping records. Altering, falsifying, tampering with time records, or recording time on another Employee's time record may result in disciplinary action, up to and including termination of employment.

3.4. Overtime

For non-exempt Employees, overtime work must always be approved before it is performed. Failure to obtain advance approval for overtime or working unauthorized overtime may result in disciplinary action. Overtime compensation, however, is paid to all non-exempt Employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Paid Time Off, holidays, or any leave of absence will not be considered hours worked for purposes of calculating any overtime compensation.

4. Paid Time Off

4.1. PTO

Each month, you will be allocated Paid Time Off (PTO) days, which you may use for any of the following reasons:

- Vacation
- Personal Illness
- Family Illness
- Inclement Weather
- Religious Holidays



- Marriage
- Any other personal matters

Paid days which ARE NOT charged to your PTO account include:

- Jury Duty
- Emergency/Bereavement Leave (4 days)
- Military Reserve Training

Four days of bereavement leave for a death of an immediate family member are provided. Family members include: Spouse, Children, Parent, Sister, Brother, Parent-In-Law, Grandparent, or Grandchild.

Upon request to and approval from your manager, additional leave may be charged against Employees available PTO days or leave.

4.2. PTO Earned

PTO to be earned over 12 months, accruing monthly

Years of Employment	Earned Per Month	Maximum PTO Days Per Calendar Year	Hours Accrued each Month
Year 1	1.5	18	12.0
Years 2-5	1.6	19	12.7
Years 6-11	1.8	21	14.0
Years 12-14	1.9	23	15.3
Year 15	2.1	25	16.7
Years 16-25	2.3	27	18.0
Years 26-29	2.4	29	19.3
Year 30 and after	2.8	33	22.0

This policy does not apply to producers and partners of Ironwood Insurance Services.

Upon termination, Ironwood will be reimbursed by the Employee for any PTO taken that has not yet been earned at the time of termination.

4.2.1. Half Day PTO

PTO days may not be taken in less than one-half day increments.

4.2.2. Requesting PTO Days

Please make every effort to request PTO at least two weeks in advance. Prior to requesting PTO, coordinate with your team to ensure your responsibilities will be



properly covered while you are out. All requests for PTO should be entered in TimeCo (<https://timeco-login.timeco.com>) for supervisor approval. Once a request is approved, this should be properly communicated to your team. If you need to cancel PTO, this should also be entered in TimeCo.

4.2.3. Reserve Account

You may carry over a maximum number of 5 days into your reserve account to be used in the future. The reserve bank may not exceed 5 days at any given time.

Should you exhaust your PTO allocation for the year, including any days in your reserve, you will be at an unpaid status for any future absences.

4.3. Holidays

When a holiday falls on Saturday, Ironwood will observe the holiday on the preceding Friday. When a holiday falls on Sunday, Ironwood will observe the holiday on the following Monday.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- *Floating Holiday - to be taken on a day of your choosing (does not carry over)*

4.4. Benefits

Ironwood offers a very competitive and comprehensive benefits package. The details are outlined in the "Ironwood Benefits Guide". Eligibility is outlined as follows:

Eligible:

Full Time Employee: someone who is hired to work on average thirty (30) or more hours per week.

Not Eligible:

Part-Time Employee: someone who is hired to work on average less than thirty (30) hours per week.



5. Employee Conduct/ Responsibilities

5.1. Dress Code

Business casual guidelines must be observed, especially when meeting clients, unless the client has specifically requested otherwise.

Business casual is defined as follows:

Men: Collared dress shirts (you must be able to put a blazer over the shirt), slacks or trousers
Examples of inappropriate attire include shorts, golf/ polo shirts or T-shirts, denim of any color, athletic shoes or flip-flops.

Women: Pants, blouses, sweaters, skirts or dresses (at an appropriate length)
Examples of inappropriate attire include leggings, shorts, tank tops, halter tops, low-cut blouses or sweaters, denim of any color, athletic shoes or flip-flops.

Friday: Jeans without holes, frays, etc. and golf shirts are permitted on Fridays and should not be worn any other day of the week.

5.2. Drug Free Workplace

Ironwood is committed to being a drug-free and safe workplace. Our Employees must be physically and mentally fit to perform their duties in a safe and efficient manner. Therefore, no Employee shall work or report to work while under the influence of alcohol, illegal drugs, or any substance that would affect his/her ability to perform the job in a safe and efficient manner.

No Employee shall consume, display, or have in his/her possession, including the workplace or in company vehicles, alcoholic beverages or illegal drugs at any time during the workday, including during lunch, breaks, and on-call hours. To do so could jeopardize the safety of other Employees, company equipment, and Ironwood's relations with the public, and is a prime cause for disciplinary action, up to and including discharge. The exception to this rule is when at company functions or other business activities in which consumption of alcoholic beverages is authorized.

Employees experiencing problems with alcohol or other drugs are urged to voluntarily seek assistance to resolve such problems before they become serious enough to require management referral or disciplinary action. If you have questions regarding this policy or issues related to drug or alcohol use at work, you can raise your concerns with your immediate supervisor without fear of reprisal.

5.3. Ethics Policy

Ironwood conducts its business fairly, impartially, in an ethical and proper manner, and in compliance with all laws and regulations. We are committed to conducting business with integrity underlying all relationships, including those with customers, suppliers and communities, and among Employees. The highest standards of ethical business conduct are required of our Employees in performance of their responsibilities. Employees will not engage in conduct or



activity that may raise questions as to Ironwood's honesty, impartiality or reputation or otherwise cause embarrassment to Ironwood. Employees will avoid any action, whether or not specifically prohibited in the personnel policies, which might result in or reasonably be expected to create an appearance of:

- Using your position for private gain.
- Giving preferential treatment to any person or entity.
- Adversely affecting the confidence of the public in the integrity of Ironwood.

Every Employee has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this policy. Ironwood will maintain a program to communicate to Employees its commitment to integrity and uncompromising values. The program will inform Employees of policies and procedures regarding ethical business conduct and assist them in resolving questions and in reporting suspected violations. Retaliation against Employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

The management of Ironwood is responsible for providing policy guidance and issuing procedures to assist Employees in complying with Ironwood's expectations of ethical business conduct and uncompromising values. This policy constitutes the standards of ethical business conduct required of all Employees. Should you need further guidance or explanation, please contact your manager or Human Resources (hr@ironwoodins.com).



IRONWOOD

CORPORATE RISK & INSURANCE | EMPLOYEE BENEFITS | PRIVATE CLIENT SERVICES

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