

**EMPLOYEE HANDBOOK OF  
THE DAVEY TREE EXPERT COMPANY  
AND ALL U.S. SUBSIDIARIES**



# Table of Contents

<b>EMPLOYEE ACKNOWLEDGEMENT FORM</b> .....	1
<b>ALL EMPLOYEES OUTSIDE OF CALIFORNIA</b> .....	1
<b>ALL EMPLOYEES LOCATED IN CALIFORNIA</b> .....	2
<b>PART 1 — INTRODUCTION</b> .....	3
The Davey Company .....	3
DaveyConnect.....	3
<b>PART 2 — EMPLOYEE CATEGORIES</b> .....	4
Introductory Period .....	4
Electronic Signatures .....	4
<b>PART 3 — EMPLOYMENT POLICIES</b> .....	4
Management Rights .....	4
Employee Relations .....	5
Equal Employment Opportunity .....	5
Sexual and Other Harassment .....	6
Sexual Harassment Defined .....	6
Other Types of Harassment .....	6
Abusive Conduct Prevention .....	7
Complaint Procedure .....	7
Protection Against Retaliation .....	8
Disability Accommodation .....	8
Religious Accommodation.....	9
Work Authorization .....	9
Employment Application .....	9
Background Checks .....	10
E-Verify .....	10
Relationships.....	10
Job Posting.....	11
Access to Personnel Files.....	11
Employment Reference Checks .....	11
Personal Data Changes .....	12
Employment Termination .....	12
Workplace Monitoring and Privacy.....	13

Security Inspections .....	13
Discipline .....	14
Problem Resolution.....	14
Emergency Situations .....	15
<b>PART 4 — STANDARDS OF CONDUCT.....</b>	<b>15</b>
Code of Ethics.....	15
Conflicts of Interest.....	15
Conduct Reporting (Whistleblower) Policy.....	15
Off Duty Conduct Policy .....	15
Outside Employment .....	16
Confidential Company Information.....	16
Ownership of Work Product .....	17
Damaged or Lost Items .....	18
Safety and Injuries .....	19
Use of Communication Systems.....	19
Cell Phone Usage.....	19
Use of Information Technology (IT) Resources.....	20
General.....	20
Definition of Terms.....	20
Electronic Environment .....	21
Information Systems Access.....	21
Use of Non-Davey Email Addresses by Employees.....	21
Connecting Non-Company Equipment to the Davey Network .....	21
General Rules for Use of Information and Communications Systems.....	22
Personal Use.....	23
Data Confidentiality.....	23
Data Privacy.....	23
Data Retention .....	24
Responsibilities.....	24
Noncompliance .....	24
Customer and Vendor Information .....	24
Blogging/Social Networking .....	24
Media Contact Policy.....	25
Tobacco Use.....	25

Use of Company Equipment and Vehicles .....	25
Use of Credit Card/Purchasing Card.....	27
Workplace Violence Prevention .....	27
Weapons.....	28
State Law—Notices .....	28
State Law—Private Vehicles .....	28
Searches .....	28
Employee Conduct and Work Rules.....	29
Drug and Alcohol Use .....	30
Attendance and Punctuality .....	30
Personal Appearance Guidelines .....	31
Religious and Disability Accommodations .....	32
Uniforms .....	32
Return of Property.....	32
Solicitation .....	32
Workplace Conduct .....	33
Theft.....	33
<b>PART 5 — COMPENSATION POLICIES .....</b>	<b>34</b>
Salary Administration .....	34
Pay Transparency.....	34
Timekeeping .....	34
Exempt Employees .....	35
Interns .....	35
Reporting Errors and Obtaining More Information .....	36
Paydays .....	36
Pay Advances.....	36
Pay Deductions and Setoffs .....	36
Work Schedules .....	36
Rest and Meal Periods .....	37
Travel Time.....	37
Overtime .....	37
Lactation Accommodation.....	38
Performance Evaluation.....	39
Job Descriptions.....	39

Layoffs .....	39
Discipline During Absence .....	39
PART 6 — EMPLOYEE BENEFITS .....	39
Summary of Benefits .....	39
Family Medical Leave of Absence .....	40
Employee Eligibility .....	40
Reasons for Leave.....	40
Definitions.....	40
Length of Leave .....	41
Intermittent or Reduced Schedule Leave .....	42
Notice and Certification.....	42
Recertification After Grant of Leave .....	43
Military Emergency Leave Requirements .....	43
Failure to Provide Certification and to Return from Leave .....	43
Compensation During Leave .....	44
Benefits During Leave .....	44
Job Reinstatement.....	44
Confidentiality .....	44
Fraudulent Use of FMLA Prohibited.....	45
Nondiscrimination.....	45
Additional Information Regarding FMLA.....	45
State Law .....	45
PART 7 — MISCELLANEOUS ADMINISTRATIVE POLICIES .....	45
Company Closings .....	45
Business and Travel Expenses .....	45
Visitors in the Workplace .....	46
EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT .....	47
ARBITRATION AGREEMENT.....	A-1

**EMPLOYEE ACKNOWLEDGEMENT FORM  
ALL EMPLOYEES OUTSIDE OF CALIFORNIA**

My signature on this document acknowledges that:

I have received and have been advised to read and retain a copy of the Employee Handbook of The Davey Tree Expert Company and its U.S. subsidiaries (“Handbook” and the “Company” or “Davey” respectively). I agree to comply with all Company rules and policies. I understand that this Handbook does not in any way create or imply the creation or existence of any type of contract for continued employment.

I have entered into my employment relationship with Davey with the voluntary understanding and acknowledgement that there is no specified length of my employment. I further understand that my employment is “at will,” which means that either Davey or I have the right to terminate my employment at any time, with or without cause or notice.

I further understand the following: that I may not rely on any oral promise, assurance or representation that would change my at-will status or create any contract for continued employment; and no act, statement, series of events or patterns of conduct can change the at-will relationship. Davey retains the right to modify, amend, eliminate, or supplement this Handbook and any of its rules, policies, benefits plans, and procedures without notice. Except in the case of a collective bargaining agreement, only the President, Chief Executive Officer, Chief Financial Officer, General Counsel or an Executive Vice President of the Company has the authority to revise the at-will policy, and then only in a writing, signed by the President, Chief Executive Officer, Chief Financial Officer, General Counsel or an Executive Vice President. This Handbook is intended as a guide and may not include all aspects of my employment. No acts, statements, series of events or pattern of conduct can change the at-will relationship.

I understand that it is my duty and responsibility to follow the rules, directions, policies and procedures of the Company, including those set out in this Handbook. This Handbook provides an overview of the standards of conduct to which I must adhere. Any applicable actual plan documents are the final authorities in all matters relative to any benefits described in this Handbook or described in the summary plan descriptions, and the actual plan documents will govern in the event of any conflict.

I acknowledge that I have received and read or have had the opportunity to read the Arbitration Agreement. I understand that this Arbitration Agreement requires that disputes that involve the matters subject to the agreement be submitted to arbitration pursuant to the Arbitration Agreement rather than to a judge and jury in court. **I agree to abide by all of the terms and conditions set forth in the Arbitration Agreement, unless I opt out of the Arbitration Agreement with 30 days as provided for in the Arbitration Agreement. I understand that the Arbitration Agreement will be retroactive to my first day of employment if the Arbitration Agreement becomes effective after my start date.**

I understand that this Handbook supersedes all other handbooks, as well as other policies or procedures with which it may be in conflict. This Handbook does not supersede the Company’s drug and alcohol policies and safety manuals.

Employee’s Name \_\_\_\_\_

(please print legibly)

Employee’s Signature \_\_\_\_\_

Date \_\_\_\_\_

District/Department Name \_\_\_\_\_

Employee Number \_\_\_\_\_

**Original To The Human Resources Department**

**EMPLOYEE ACKNOWLEDGEMENT FORM  
ALL EMPLOYEES LOCATED IN CALIFORNIA**

My signature on this document acknowledges that:

I have received and have been advised to read and retain a copy of the Employee Handbook of The Davey Tree Expert Company and its U.S. subsidiaries (“Handbook” and the “Company” or “Davey” respectively). I agree to comply with all Company rules and policies. I understand that this Handbook does not in any way create or imply the creation or existence of any type of contract for continued employment.

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I further understand the following: that I may not rely on any oral promise, assurance or representation that would change my at-will status or create any contract for continued employment; and no act, statement, series of events or patterns of conduct can change the at-will relationship. Davey retains the right to modify, amend, eliminate, or supplement this Handbook and any of its rules, policies, benefits plans, and procedures without notice. Except in the case of a collective bargaining agreement, only the President, Chief Executive Officer, Chief Financial Officer, General Counsel or an Executive Vice President of the Company has the authority to revise the at-will policy, and then only in a writing, signed by the President, Chief Executive Officer, Chief Financial Officer, General Counsel or an Executive Vice President. This Handbook is intended as a guide and may not include all aspects of my employment. No acts, statements, series of events or pattern of conduct can change the at-will relationship.

I understand that it is my duty and responsibility to follow the rules, directions, policies and procedures of the Company, including those set out in this Handbook. This Handbook provides an overview of the standards of conduct to which I must adhere. Any applicable actual plan documents are the final authorities in all matters relative to any benefits described in this Handbook or described in the summary plan descriptions, and the actual plan documents will govern in the event of any conflict.

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Employee’s Name \_\_\_\_\_

(please print legibly)

Employee’s Signature \_\_\_\_\_

Date \_\_\_\_\_

District/Department Name \_\_\_\_\_

Employee Number \_\_\_\_\_

**Original To The Human Resources Department**

## PART 1— INTRODUCTION

### The Davey Company

The Company believes that each employee should contribute to the Company's growth and success and anticipates each employee will contribute to the organization by performing the duties and functions assigned as a member of the Davey team.

This Handbook is designed to acquaint each employee with the Company and provide an overview of the policies, procedures and standards of conduct affecting employment. Employees are required to read and comply with the provisions of the Handbook, as well as all other policies, rules, regulations and appropriate instructions. The Handbook describes many of the responsibilities as an employee and outlines the programs developed by Davey to benefit employees.

This Handbook is not and will not be construed as a contract for employment or continued employment. Except for employees covered by a collective bargaining agreement, every employee is considered an employee at-will, unless the employee has a contract for continued employment that specifically alters the at-will policy and that is in writing, signed by the President, Chief Executive Officer, Chief Financial Officer, General Counsel or an Executive Vice President of the Company.

The Company reserves the right to revise, supplement, deviate from, alter, amend, delete, modify or rescind any policies, procedures or portions of any policy, including this Handbook from time to time as it deems appropriate, in its sole and absolute discretion with or without notice, with the exception of the at-will policy.

This Handbook supersedes all prior employee handbooks, as well as any policies or practices that are in conflict with this Handbook. For employees covered by a collective bargaining agreement, if any provision herein conflicts with the terms of a collective bargaining agreement, the terms of that collective bargaining agreement will govern with respect to the employees covered by the agreement. However, to the extent the applicable collective bargaining agreement does not cover any specific term or condition of employment, this Handbook and all other applicable policies shall govern. This Handbook does not supersede the Company's drug and alcohol policies, safety manuals, or other Company handbooks. In the event of a conflict between this Handbook and another Company manual or handbook, this Handbook will govern.

**In the event that you, an employee of Davey, do not sign, obtain or read the Handbook, by continuing your employment with Davey, you agree to be bound by and abide by the provisions of this Handbook.**

If any part of this Handbook is unclear or confusing to you, or if you have any questions at any time regarding your employment or this Handbook please contact the Human Resources Department at (800) 445-8733 for additional information or assistance.

Wherever the words "he" or "his" are used in this Handbook, they should be understood to refer also to "she" and "hers." He or his should be understood to refer to all genders.

### DaveyConnect

The Employee Handbook can be found in the DaveyConnect app and at <https://connect.davey.com>. Employees may also contact the Human Resources Department at (800) 445-8733 or (330) 673-9511 for clarification, assistance, or to obtain a copy of the Employee Handbook.



## **PART 2— EMPLOYEE CATEGORIES**

Davey provides employment classifications. Employees are generally designated as either NONEXEMPT or EXEMPT. Nonexempt employees are to be entitled to overtime pay under the specific provisions of applicable local, federal and state law. Exempt employees are not entitled to overtime pay.

In addition to the above categories, each employee will belong to one other employment category:

FULL-TIME employees are those who are, in general, regularly scheduled to work Davey's full-time schedule of at least 35 hours per week.

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than the full-time work schedule, but are regularly scheduled to work a pre-determined schedule. Employees will be entitled to enroll in health insurance and other benefits as may be required by applicable law.

TEMPORARY employees are those who are hired to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration and generally not more than three months. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits, which may include workers' compensation insurance and Social Security or other benefits as required by applicable law, they are generally not eligible for Davey's other benefit programs, unless a specific benefit program or plan indicates otherwise. If a temporary employee is eligible under applicable law for certain benefits, the Company will comply with applicable law. Persons contracted through service agencies to perform work on a temporary basis are considered subcontractors, not employees.

### **Introductory Period**

The Company does not recognize an introductory period. Either the employee or the Company may end the employment relationship at will at any time, with or without cause or advance notice.

### **Electronic Signatures**

The federal Electronic Signatures in Global and National Commerce Act ("E-Sign") and state laws recognize that electronic signatures have the same validity as manual or handwritten signatures. Electronic signatures, including typed signatures in emails and other typed documents, initials and other indicia of signatures in text messages, scanned images of handwritten or manual signatures, click acknowledgements ("I accept" or "I agree" followed by a click or check mark in an electronic document), passwords and personal identification numbers, secret codes, two-factor authentication, digital signatures, encrypted signatures, and biometric signatures will be deemed, except where prohibited by law, to be a valid signature.

## **PART 3— EMPLOYMENT POLICIES**

### **Management Rights**

All managerial and administrative prerogatives and functions are retained and vested exclusively in the Company, including, but not limited to, the right to manage the manner of work, type of work, hours of work, the number of employees, location of operations, wages, benefits, manner of operations, hiring, assignments, transfers, promotions, demotions, layoffs, terminations, suspensions, discharges, and take other disciplinary measures, as

well as set rules, policies and procedures, and set standards of productivity, the services to be rendered, to maintain the efficiency of operations, set the hours of operations, regulate the use of facilities, equipment and other property, amend, introduce, change, remove or revise policies, rules and practices, introduce, change or reallocate resources, equipment and personnel, and take whatever action is deemed by the Company necessary in its sole judgment and discretion to conduct business and direct the Company's employees. Except as limited by the Handbook or by agreement with a third party, any mandatory or permissive subject of bargaining are included as managerial and administrative prerogative and functions vested exclusively in the Company. The Company's failure to exercise any prerogative or function in a particular way shall not be considered a waiver of the Company's right to exercise such prerogative or function or preclude it from exercising the same in some other way, not in conflict with the express provisions of this Handbook or law or regulation. In addition to this Handbook, the Company may also publish policies, including but not limited to, safety policies and drug and alcohol policies.

## **Employee Relations**

If employees have concerns about work or employment conditions or compensation, they should voice these concerns to their supervisors, any other supervisor or the Human Resources Department. Employees who are covered by a collective bargaining agreement generally should refer to the bargaining agreement with respect to any concerns about work conditions or compensation.

## **Equal Employment Opportunity**

The Company is an equal opportunity employer in accordance with applicable law, Company policy prohibits discrimination or retaliation against an applicant, employee or those providing services in the workplace pursuant to a contract, based on applicable legally protected characteristics or status such as: race, color, religion, creed, sex, gender, pregnancy (including childbirth, lactation and related medical conditions), age (as defined under applicable law), national origin or ancestry, physical or mental disability as defined by applicable law, genetic information including characteristics and testing, veteran or uniformed servicemember status or any other consideration protected by federal, state, province or applicable local laws. The Company's equal opportunity employment policy applies to persons employed by the Company, as well as applicants for positions at the Company, and customers of the Company, and prohibits unlawful discrimination by any employee, including supervisors and coworkers, agents, clients or vendors.

In addition to the Company's Equal Employment Opportunity policy, the Company maintains Affirmative Action Programs in accordance with applicable laws and regulations.

Questions, concerns or complaints regarding the Company's Equal Employment Opportunity Policy or Affirmative Action Programs should be referred to an employee's supervisor or the Human Resources Department. No retaliation will be taken against any employee for reporting a good faith complaint or concern under this policy.

Appropriate disciplinary action, up to and including termination, will be taken against any employee who engages in conduct in violation of this policy. In addition to the provisions set forth above, please see the Davey Equal Employment Statement that is distributed annually to employees. Equal Employment information can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.

## **Sexual and Other Harassment**

The Company is committed to providing a work environment for employees, applicants for positions with the Company, and individuals providing services in the workplace pursuant to a contract, that is free of unlawful harassment.

Harassment related to the following legally protected characteristics is prohibited under Company policy: race, color, religion, creed, sex, pregnancy (including childbirth, lactation and related medical conditions), age (as defined under applicable law), national origin or ancestry, physical or mental disability (as defined under applicable law), genetic information (including characteristics and testing), veteran or servicemember status, or any other consideration protected by federal, state or local laws.

### **Sexual Harassment Defined**

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment;
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters or graffiti, text messages, emails or websites;
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or inappropriate comments about an employee's dress;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations;
- Physical conduct: inappropriate touching, assault, impeding or blocking movements; and
- Retaliation for making harassment reports or threatening to report harassment.

This policy applies to harassment by individuals of the same sex or opposite sex. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct. This policy also protects employees from harassment by vendors, clients/customers or other third parties not employed by the Company. If harassment occurs on the job by someone not employed by the Company, this conduct should be reported to the Human Resources Department.

### **Other Types of Harassment**

Harassment on the basis of other legally protected characteristics is also prohibited, including on the basis of race, color, religion, creed, pregnancy (including childbirth, lactation and related medical conditions), age (as defined under applicable law), national origin or ancestry, physical or mental disability, genetic information (including

characteristics and testing), veteran or servicemember status or any other consideration protected by federal, state or local laws. Examples of such prohibited harassment include but are not limited to:

- Verbal conduct including threats, epithets, derogatory comments or slurs;
- Visual conduct including derogatory posters, photography, cartoons, drawings, text messages, emails, websites, gestures or graffiti; and
- Physical conduct including assault, unwanted touching or blocking normal movement.

In addition to being a violation of Davey's policy, such harassment is against the law. The Company will not tolerate harassment of its employees by anyone - - including supervisors, other employees, or individuals conducting business with Davey. Any employee who violates the harassment policy will be subject to immediate disciplinary action, up to and including termination.

### **Abusive Conduct Prevention**

It is expected that the Company and persons in the workplace perform their jobs productively and in a manner that meets management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described in this Handbook. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

### **Complaint Procedure**

If you have a good faith complaint or concern related to harassment, discrimination or retaliation in the work place, either as it involves yourself or any employee, vendor or client, or about any alleged illegal conduct by any employee, customer or vendor of the Company, the Company has a procedure for you to submit your complaint or concern. If you have been treated unlawfully, or observed unlawful conduct by any Davey employee, customer or vendor, it is your right, and we expect you, to report this conduct by following the complaint reporting procedure.

To report or submit your complaint:

1. Talk to your immediate supervisor about your concern or allegation.
2. If you cannot resolve the situation with your immediate supervisor, or if you do not feel comfortable talking with your immediate supervisor, talk to your supervisor's manager.
3. If you cannot resolve the situation at this level, or you do not feel comfortable talking with your immediate supervisor's manager, contact the Human Resources Department ("HR").
4. If you cannot resolve your issue with HR, contact the Legal Department.
5. If you cannot resolve your issue at this level, contact the Chairman of the Board of Directors by sending a letter to Chairman of the Board, The Davey Tree Expert Company, 1500 North Mantua Street, Kent, OH 44240.

You may report an allegation of illegal conduct by following the Company's Whistleblower Policy. The whistleblower policy, as well as harassment and equal employment opportunity statements are available at [www.davey.com](http://www.davey.com), under Corporate Information and then under Corporate Policies. To report conduct under the Whistleblower Policy, call 844.916.2751 or visit the Davey Voice Website [www.daveyvoice.ethicspoint.com](http://www.daveyvoice.ethicspoint.com) or

the Mobile Friendly Website <http://daveyvoicemobile.ethicspoint.com>. You may also write the Chairman of the Board, The Davey Tree Expert Company, 1500 North Mantua Street, Kent, OH 44240. The Whistleblower Policy is to report illegal conduct or violations of Company policy. **Employment related concerns that do not involve illegal conduct should be reported using the procedure “To report or submit your complaint” above.**

You may report a concern or allegation anonymously either through the whistleblower policy or through the complaint procedure above. However, be advised that because we may not be able to obtain all the facts and information necessary to fully investigate the concern or issue, anonymous complaints are sometimes difficult to investigate.

The Company’s policy is to investigate such complaints promptly and thoroughly and to take appropriate action to remedy incidents of harassment. In order to accomplish this, however, harassment must be brought to the attention of management. Accordingly, employees who have complaints must promptly bring any such conduct to management’s attention. Employees are not required to and should not complain first to the person who is engaging in the harassment.

No employee will be subject to reprisal or retaliation for having made a good faith complaint of discrimination, harassment or retaliation or for having participated in an investigation into allegations of harassment.

### **Protection Against Retaliation**

Retaliation against any employee or applicant for employment of the Company for using this complaint procedure, reporting discrimination, harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency is prohibited. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making an employment decision, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### **Disability Accommodation**

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental impairments or restrictions of an otherwise qualified individual with a disability who is an applicant for employment or an employee unless undue hardship and/or a threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of his/her job, enjoy an equal employment opportunity, and/or obtain equal job benefits must contact the Human Resources Department and request such an accommodation. As part of the interactive process, the individual with the disability should specify, preferably in writing, what barriers or limitations make it difficult for him or her to perform the job, as well as any suggestions that would allow the individual to perform the essential job functions. The Company will conduct an investigation regarding these barriers or limitations and will work with the individual to identify possible accommodations, if any, that will help to eliminate the barrier(s) or limitation(s), which may include leave time as a reasonable accommodation. The Company will communicate with the employee and engage in the interactive process to determine the nature of the issue and what, if any, reasonable accommodations may be appropriate. The Company will evaluate information obtained from the employee, and possibly his or her 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). 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 physical or mental impairment impacts the employee's ability to perform his or her essential job functions.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation.

## **Religious Accommodation**

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and his or her request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

## **Work Authorization**

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment laws. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within the time periods required by applicable law or regulation. If the employee cannot verify his or her right to work in the United States, the Company will be required to terminate his/her employment immediately.

## **Employment Application**

The Company relies upon the accuracy of information contained in an applicant's employment application, as well as the accuracy of other data provided by an applicant throughout the hiring process and employment. If hired, this information becomes part of an employee's employment record. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the applicant from further consideration for employment or, if the applicant has been hired, disciplinary action up to and including termination of employment. Such action may occur at any time before or after hire, no matter when the misrepresentation, falsification, or omission is discovered.

An applicant's signature, either electronic or manual, constitutes his certification that his responses on an application are true and complete and that he has read and understood the certification contained in the application. If an applicant leaves an item blank, he thereby certifies, as indicated in the application, that there was no information within its scope. An applicant may also be asked to sign background check authorization documentation. An applicant's signature on these documents constitutes his authorization for the Company to

investigate the facts submitted and for those with relevant information to submit it to the Company to the extent permissible under applicable local, state and federal law.

Applicants must consent to undergo such medical examinations and pre-employment drug tests as Davey may require, in compliance with applicable laws.

## **Background Checks**

The Company recognizes the importance of maintaining a workplace environment with employees who are qualified, reliable, and nonviolent, and who do not present a risk of harm or a safety concern to their coworkers or others. For purposes of furthering these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. Background checks will be conducted in conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

## **E-Verify**

Davey participates in the federal E-Verify program for verifying employment eligibility. When the Company submits an E-Verify verification concerning an employee, the Company will review any tentative nonconfirmation of employment eligibility in accordance with federal guidelines. A tentative nonconfirmation does not necessarily mean that the employee is not authorized to work in the United States, and Davey will notify the employee regarding steps he or she can take to contest the tentative nonconfirmation. If the nonconfirmation is not resolved, the employee will be treated in accordance with the applicable law, which could include termination of employment.

## **Relationships**

The Company will not take any adverse employment action against any employee for engaging in consensual relationships, either familial or otherwise, during nonworking hours away from Company premises. However, the Company will consider such relationships when they affect job performance, occur during working time, on Company premises or could create a conflict of interest or the possibility of a conflict of interest.

A familial or intimate relationship among employees may create an actual or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, etc. supervises another relative, spouse, partner, etc. and/or one employee is in a position where he or she has access to confidential information, including personnel information. To avoid this problem, subject to applicable law, the Company may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or conflict exists.

In other cases, where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or one or both may be terminated from employment, at the discretion of the Company. If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual unless approved by the Service Line Vice

President or member of the Executive Management Committee. The Company will attempt to identify other available positions, and the Company will determine which individual will remain in his or her current position. If no alternative position is available, the Company will have the option to determine if either or both of the employees can remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship is similar to that of persons who are related by blood or marriage. Employees impacted by this policy must notify the Human Resources Department.

## **Job Posting**

The Company utilizes numerous sources for recruiting qualified individuals for employment at the Company. In general, notices of regular, full-time hiring needs may be posted on the public website at [www.Davey.com](http://www.Davey.com). Employees are encouraged to access these postings. Davey reserves its discretionary right to fill openings with an internal or external candidate, and with or without public posting of a particular opening.

To be eligible for transfer to a posted job, an employee must have performed competently in his current position and possess the required skills, competencies and qualifications to perform the posted job, with or without accommodation. Employees may apply for any open position. The employee's supervisor may be contacted concerning performance record, qualifications, skills and attendance.

Interested employees should submit their qualifications and resumes, along with a cover letter, to the contact person listed in the posting.

## **Access to Personnel Files**

The Company maintains a personnel file on each employee at the Corporate office. The personnel file includes information such as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the Company, and access to the information they contain is restricted by this policy and by applicable law. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review information in a file may request information from another employee's personnel file. The official personnel files are maintained by the Human Resources Department.

Active employees who wish to review their own file should contact the Human Resources Department. If applicable law requires, with required advance notice, employees may review their own personnel files in Davey's offices and in the presence of an individual appointed by Davey to maintain the files, or receive a copy by mail. Nonactive or former employees shall have no access to their personnel files unless required by applicable law.

## **Employment Reference Checks**

The Human Resources Department will respond to verified reference check inquiries. Requests for references on behalf of the Company should be forwarded to the Human Resources Department. Responses to such inquiries will confirm only name, dates of employment, and position(s) held unless the Company is required by law or regulation to disclose more or less information.

In cases where verification of employment is requested by financial institutions, rate of pay and earnings will be provided by the Human Resources Department upon receipt of proper signed authorization from the affected employee or former employee.



In no event should reference check information or verification of employment on behalf of the Company be provided in response to any inquiry except as approved by the Human Resources Department.

## **Personal Data Changes**

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in their personal data, including but not limited to, legal name, mailing address, telephone numbers, numbers and names of dependents, marital status if needed for business or benefit purposes, individuals to be contacted in the event of an emergency, driver or operator license status where applicable due to the nature of job duties, beneficiaries, educational accomplishments, direct deposit information if applicable, income tax withholding status and other such information. It is the employee's responsibility to update applicable personal employee information. Unless otherwise authorized by the Human Resources Manager, personal data changes can only be made by the employee for that employee's record.

## **Employment Termination**

Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee;
- Discharge—involuntary employment termination initiated by the organization; and
- Retirement—voluntary employment termination initiated by the employee for retirement purposes

The Company may schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, benefits conversion privileges, repayment of outstanding debts to the Company, or return of Company-owned property. Suggestions, complaints, reasons for terminations and questions may also be discussed.

Since employment with the Company is at-will and based on mutual consent, both the employee and the Company have the right to terminate employment at-will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable federal, state, and local laws.

As described in this handbook, accrued vested benefits that are due and payable at termination will be paid in accordance with applicable plan requirements and the law. Some benefits may be continued after termination at the employee's expense and at the employee's option. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Upon termination, certain obligations may be imposed upon the former employee by law or contract related to confidential or proprietary Company information. Employees who violate the obligation related to the misuse of confidential or proprietary Company information may be in violation of criminal or civil laws. The Human Resources Department should be consulted with any questions.

Upon termination, the employee is required to return any and all Company property that may have been provided to him by the Company. Employees who refuse to return Company provided property may be in violation of criminal or civil laws.

Employees who have a break in service in excess of six (6) months, other than an approved leave of absence, including worker's compensation absences, will be considered new employees from the effective date of their reemployment.

Employees who are active, on leave, laid off or who are terminated may not disclose any confidential business information of the Company. Confidential business information is Company information that is generally not known or available to the general public, including, but not limited to, client names and addresses, vendor and client pricing and contracts, contract terms, or business processes. These requirements are reasonable and necessary to protect the business interests of the Company and the failure of the Company to enforce any of these provisions is not a waiver of the Company's rights to subsequently enforce and compel compliance with these provisions.

## **Workplace Monitoring and Privacy**

Employees have no right to privacy with respect to their use of Company property or property containing Company information.

In accordance with applicable law, workplace monitoring may be conducted by Davey for any legitimate business reason, including but not limited to ensuring quality control, employee safety, security, customer satisfaction, and ensuring compliance with Company policies, procedures, and performance standards.

Employees may have their use of Company Information and Communications Systems monitored to the extent permissible under applicable law, including their business phone conversations.

The Company may engage in video, audio, electronic or satellite surveillance in and around its facilities and buildings and on its property in accordance with applicable law. Private areas, including rest rooms, changing rooms or lactation rooms will not be subject to surveillance.

## **Security Inspections**

No reasonable expectation of privacy exists in connection with any use of Company equipment, including but not limited to vehicles, supplies, systems or property and all electronic equipment. Davey reserves the right for any business purpose, to search any employee's office, desk, files, locker, electronic device of any kind, personal property or any other compartment that is brought onto Company premises or equipment, including parking lots (to the extent permitted by applicable law), or any other area or article on Company premises, including personal or Company vehicles, whether or not such property is locked or unlocked, and whether or not the property or lock is Company-owned or employee-owned. All offices, desks, files, lockers, and so forth, whether locked or unlocked, are the property of the Company and are issued for the use of employees for business purposes only during their employment with the Company. Searches and inspections may be conducted at any time at the discretion of the Company, in the presence or absence of the employee affected, and with or without notice. Searches and inspections may be conducted for business reasons, including determining whether any Company policy has been violated, promoting safety in the workplace, and ensuring compliance with state, federal, and local laws. If requested by the Company to do so, an employee agrees to submit to a search of any compartment that may be assigned to him for any business reason, and he hereby waives all claims for damages on account of such examination or search.

While personal items may be brought to work or on Company property, the Company may ask the employee to remove any personal item for any business reason, and will not be responsible for, nor will it reimburse employees for, items which are damaged, destroyed, lost or stolen unless required by applicable law. All personal items must comply with applicable law and Company rules and must not contain material that is harassing, discriminatory, obscene, violent, intrusive or threatening.

Employees are not permitted to attach any personal devices or equipment to Company equipment, including but not limited to cameras, recorders or GPS units. Personal equipment attached in any manner to Company equipment will be subject to seizure and search by the Company.

## **Discipline**

Although employment with Davey is based on mutual consent and both the employee and Davey have the right to terminate employment at-will, with or without cause or advance notice, Davey may use any legally permissible type of disciplinary action at any time in the Company's sole discretion.

Disciplinary action can involve one or more of the following four steps-- verbal warning, written warning, suspension with or without pay, or termination of employment-- in any order in the Company's sole discretion. The Company recognizes that there are certain types of employee problems that are serious enough to generally justify either a suspension or termination of employment without the employee having received any prior discipline.

It is impossible to list every type of conduct that may be deemed to constitute a serious offense, or conduct that would result in discipline; however, this Handbook includes examples and guidelines regarding the types of conduct that are either prohibited or unacceptable. As examples, which are not meant to be inclusive or an exhaustive list of conduct that could result in discipline, the following are types of conduct that would give rise to discipline:

- Falsification of Company record or document.
- Engaging in physical fighting or threatening another employee, customer or a member of the public.
- Excessive absenteeism or tardiness whether excused or unexcused, unless the reason is legally protected.
- Being absent from work and not communicating with your supervisor for two or more consecutive work days, unless the reason is legally protected. Note: unless you are unable to communicate due to an emergency situation, you must report your absence to your supervisor, reporting your absence to a co-worker or an employee who is not your supervisor is not a communication with your supervisor. If your supervisor is not available due to vacation or other absence, or if the supervisor's phone is not working, you must contact your supervisor's manager.
- Refusing to comply with management's directions regarding job duties.
- Verbal or physical bullying.
- Violation of Company's drug and alcohol policy.
- Disclosure or unauthorized use of Company confidential information or trade secrets.
- Unsatisfactory work performance or engaging in prohibited conduct.
- Theft, dishonesty or removal of Company property without prior authorization. Using Company information in violation of Company rules.
- Negligence or willful acts that cause damage or injury to persons or property.
- Nothing in this policy is intended or should be construed to modify or eliminate the at-will policy.

Discipline will not be issued when an employee is engaging in protected concerted activity as defined by The National Labor Relations Act.

## **Problem Resolution**

The Company's goal is to provide suitable working conditions for its employees. As part of this effort, the Company welcomes good faith complaints, suggestions, or questions and employees can expect to receive a fair and timely response from Davey supervisors and management.

If an employee disagrees with a Company action, policy or practice, the employee should express this concern through this problem resolution procedure. No employee will be penalized or be the subject of retaliation, for voicing a complaint to Davey in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when an employee believes that a condition of employment or a decision affecting him or her is unjust or inequitable, or if some other problem arises, the employee is welcome to discuss the issue with his or her immediate supervisor, or if the immediate supervisor is alleged to be an offender, or the employee does not feel comfortable talking to his or her immediate supervisor, the employee can talk to any other supervisor in the employee's chain of command, or the Human Resources Department. In any event, the management representative contacted should respond within a reasonable time after reviewing the issue. If an investigation is warranted based on the allegations, the Company will conduct a timely, objective and appropriate investigation.

## **Emergency Situations**

In the event of an emergency, follow emergency protocol.

If an employee is threatened with physical violence, the employee should first remove themselves from the situation and dial 911 for emergency assistance.

## **PART 4— STANDARDS OF CONDUCT**

### **Code of Ethics**

Please see the Code of Ethics that is distributed annually to employees for the most updated version of this policy. This policy can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.

### **Conflicts of Interest**

Please see the Code of Ethics Policy that is distributed annually to employees for the most updated version of this policy. This policy can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.

### **Conduct Reporting (Whistleblower) Policy**

Please see the Whistleblower Policy that is distributed annually to employees for the most updated version of this policy. This policy can also be accessed at [www.davey.com](http://www.davey.com), select Corporate Information and select Corporate Policies.

### **Off Duty Conduct Policy**

The Company supports each employee's right to make personal choices in their private lives outside of or away from work, including engaging in political, religious, medical, recreational, or associational activities. Employees should be cautioned, however, that off-duty conduct that is unlawful or, where permitted by state law, has a negative impact on the Company could result in discipline or discharge.

As a result, any of the following could result in either discipline or discharge, depending on the circumstances:

- Off-duty conduct that is unlawful or illegal in the jurisdiction in which it occurs.
- Off-duty conduct that violates and federal, state, or local law related to discrimination, harassment, or retaliation.

- Off-duty conduct that violates any Company policy.
- Off-duty conduct that utilizes the Company's equipment or property without authorization.
- Off-duty conduct that creates a material conflict of interest related to the Company's trade secrets, proprietary information, or other proprietary or business interest.

It is the intent of the Company to abide by any state or local law that protects the rights of employees to engage in certain off-duty conduct. This policy will be enforced in compliance with any such law.

## **Outside Employment**

Employees may hold non-Company jobs ("outside jobs") that are not in conflict with the Company's business as long as such jobs do not adversely affect the performance of their jobs at the Company. All employees will be expected to satisfactorily perform their jobs at the Company, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with the performance of or the ability to meet the requirements of his or her Company job as they may be modified from time to time, the employee will be asked to terminate the outside employment if he or she wishes to remain employed with the Company. If the employee refuses to terminate the outside employment, the Company may terminate the employee's employment with the Company.

Employees are also prohibited from engaging in work that competes with the services offered by the Company or that takes actual or potential business opportunities from the Company. Performing such work or any work that may compete with the Company or deprive the Company of a business opportunity is grounds for discipline up to and including termination.

Outside employment that constitutes a conflict of interest is also prohibited. Employees may not receive any undisclosed income or material gain directly from individuals outside the Company for materials produced or services rendered while performing their Company jobs. Employees may not become involved with any entity or may not themselves sell goods or services to the Company unless such interaction is disclosed to and approved by Company management.

## **Confidential Company Information**

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

Such confidential information includes, but is not limited to, all forms and types of financial, business, scientific, technical, economic, or engineering information, such as computer processes, computer programs and codes, copyrights, customer lists, customer preferences, customer pricing, financial information, marketing strategies, new materials research, patents, pending projects and proposals, research and development strategies, designs, plans, applications, and trademarks, whether such information is held on paper or otherwise. If in doubt as to whether information should be divulged, an employee should err in favor of not divulging information and discuss the situation with their supervisor, any member of management or an officer of the Company.

Additionally, employees who by virtue of their performance of their job responsibilities have the following information should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment. Employees and ex-employees who are alleged to have engaged in this conduct could be subject to legal action.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Security and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that; (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

The definition of confidential business information and this policy is not intended to prevent any employee from engaging in protected concerted activity as defined by The National Labor Relations Act.

## **Ownership of Work Product**

The Company has, will and continues to retain and own all right, title and interest to anything made, reduced to practice, created, invented, discovered, or improved by any Company employee. Company work product includes but is not necessarily limited to all ideas, processes, trademarks, service marks, inventions, designs, technologies, photographs or videos, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (i) relate to the Company's current or contemplated business or activities; (ii) relate to the Company's actual or demonstrably anticipated research or development; (iii) result from any work performed for the Company; (iv) involve the use of the Company's equipment, supplies, facilities or trade secrets; (v) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned; or (vi) result from access to any of the Company's memoranda, notes, records, drawings,

sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, “Work Product”). This includes Work Product developed either solely or jointly with others, during or after working hours, and on or off the jobsite. Work Product includes, but is not limited to, all ideas, discoveries, contributions, inventions, works of authorship, computer programs, designs, and information, including any improvements or modifications, and whether or not the Work Product is patentable, registerable, or reduced to writing.

All rights to Work Product will be considered the property of the Company, including but not limited to patent rights, copyrights, trade secret rights, trademark rights and all other rights of any sort. All Work Product that is protectable by any intellectual property law or regulation shall be “works made for hire” under the federal laws of the United States or other applicable jurisdictions. To the extent Work Product is not deemed a “work for hire” or is otherwise protected, Davey will require, without further consideration, all assignments, conveyances or other transfers necessary to cause the Company to own the Work Product as described above. Employees must sign all papers and do other acts as the Company may require to protect the Company’s rights to Work Product, including applying for, obtaining, and enforcing patents, copyrights, and trademarks in any and all countries in accordance with applicable law. The use of Work Product in any manner by the Company, or by any assignee of the Company, shall not result in any right to additional compensation for any Davey employee. Employees must fully and promptly disclose all Work Product to the Company. An employee’s obligations as described above may extend beyond the term of an employee’s employment.

The foregoing does not apply to any invention that qualifies under California Labor Code Section 2870, or any other applicable law governing employee inventions.

### **Damaged or Lost Items**

As a part of employment, an employee may be assigned certain tools and materials, including chain saws, cell phones, credit cards, computers, vehicles, clothing, etc. It is the employee’s responsibility to maintain these items in the same condition as when he received them, less normal wear and tear. If an employee intentionally loses or damages an item, turns in a receipt for reimbursement that is not incurred while engaged in Company business, or uses a credit card in violation of Company guidelines or for personal gain, it could lead to disciplinary action, up to and including termination. In addition, the employee may be asked to repay the Company for the item that was lost or damaged due to his action or negligence, to the extent permissible under federal, state, and local law. Employees may be asked to sign a repayment agreement and/or payroll deduction form at the time he is given the equipment or property. Payroll deductions will only be completed in compliance with applicable law.

If an employee is asked to sign such a form, and believes that he should not be held responsible for the value of the lost or damaged item, he should discuss this matter with his supervisor. If the matter is not resolved by the employee and the supervisor, the employee may appeal the decision to the Human Resources Department.

Employees who do not return Company property or who intentionally misuse, damage or destroy Company property will be responsible for the cost of the item. Payroll deductions will be made in compliance with applicable law. If deductions are impermissible, the employee will be required to repay the Company for the value of the item from other sources available to the Company, including but not limited to, stock ownership, in accordance with applicable law.

## **Safety and Injuries**

To assist in working toward a safe work environment for employees, customers, and visitors, Davey has established workplace safety programs. The safety programs success depends on the adherence and personal commitment of each employee. Each employee is required to follow safety rules in all work related activities.

The Company provides information to employees about workplace safety and health issues through internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees receive periodic workplace safety training as their jobs dictate. The training covers potential safety and health hazards and safe work practices and procedures.

Employees are required to immediately report any unsafe condition to the appropriate supervisor or the Safety Department, as well as any workplace accident, regardless of whether injury or property damage resulted. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment. Reports and concerns about workplace safety issues that do not pose an immediate safety threat may be made anonymously as outlined in the Whistleblower policy.

In the case of workplace illness or injury, regardless of how insignificant the illness or injury may appear, employees must immediately notify the appropriate supervisor or the Safety Department. Such reports are necessary to comply with laws and initiate insurance and Workers' Compensation benefits procedures. Any on-the-job injury, even if the employee refuses immediate medical attention, or if the employee does not miss any work time, must be reported as required by the Company's Safety policies, including, but not limited to, submitting an accident report to the Safety Department.

Employees returning to work from an absence due to an injury may be requested to provide a health care provider's certification of the employee's ability to perform the assigned job duties and any limitations or restrictions on the employee's ability to perform the assigned job duties. The Company will determine if it can accommodate any limitations or restrictions through the interactive process.

## **Use of Communication Systems**

Phones are a vital part of our business. Personal calls, texts and communications during working time, either on a Company phone or personal cell phone or other personal electronic device, should be brief. Personal use of Company telephones for long-distance and toll calls is not permitted. Employees should keep to a minimum and practice discretion when making local personal calls during working time and may be required to reimburse Davey for any charges resulting from their personal use of the phone.

## **Cell Phone Usage**

The Company provides cell phones to some employees for Company business use. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they conduct business. Cell phone use is intended primarily for business-related calls. However, occasional, brief personal use is permitted within a reasonable limit during working time. Personal use should take place outside working time when possible. All Company policies, including those prohibiting harassment and workplace violence, apply to Company cell phone use. Cell phone invoices may be regularly monitored. Employees' personal text messaging and personal use of any other electronic devices, including but not limited



to PDAs, must also be occasional and brief and may be monitored. In using a Company-provided device, the employee has no expectation of privacy, even when using the device for personal reasons.

Employees are prohibited from using cell phones and PDA or other devices to conduct business that is in violation of applicable laws or regulations.

Employees are required to report any harassing, obscene, violent or threatening conversations with or by customers or employees. Reports may be made to the employee's supervisor, another supervisor or any other member of management in the chain of command or the Human Resources Department.

All Company communication tools are the property of the Company, and the use of any of these in any manner is for the sole benefit of the Company. All phone usage and the use of other Company Information and Communication Systems is subject to monitoring, including recording, and no use of any Company-provided equipment or systems shall be considered as private or confidential by any employee. Employees are required to comply with applicable laws and regulations regarding the use of portable phones and other personal electronic devices.

## **Use of Information Technology (IT) Resources**

### **General**

The Company provides Information Systems and Electronic Communication Systems to its employees and contractors to be used for their assigned day-to-day job responsibilities.

These systems and the information contained within the systems are considered corporate assets and Company property. Unauthorized access, use, disclosure, duplication, modification, diversion, destruction, loss, misuse or theft of Company assets and information is prohibited. All Company-owned information assets, including but not limited to electronic forms and documents, should reside on Company-owned equipment. Any Company information placed on non-Davey owned or provided equipment must be approved in writing by Company management.

Questions about Company Information Systems, Communications Systems, and the policies in this Handbook should be directed to the Information Technology (IT) Department or the Chief Information Officer (CIO). Employees may not transfer Company work product to personal computers without management's written authorization.

### **Definition of Terms**

The term "Information Systems" includes but is not limited to desktop systems, network servers, SAP, communications lines, web pages and storage both online and offline and any other methods of accessing the Davey network or programs including, but not limited to, handheld devices and PDA's.

The term "Electronic Communication Systems" includes but is not limited to Company telephones and cellular phones, other electronic devices, including PDA's, voicemail, fax, email, Instant Messenger, Internet E-mail and Internet access provided by the Company for use in fulfilling the business needs of Davey.

Collectively, the Information Systems and Electronic Communication Systems will be referred to in this policy as "Systems."

The term “User” refers to any employee of Davey or any contractor, consultant, subcontractor, or temporary employee working for Davey who has computer or Systems access.

## **Electronic Environment**

Davey will provide for a User, at the request of his supervisor, systems access suitable for the User’s duties.

The Information Technology Department will, in order to provide a secure Systems environment, enforce security at the User’s device. Modifications to the Systems and installation of other software are only to be performed by the IT Department or with the permission of the IT Department. The anti-virus software, anti-spyware and firewall software, where installed, must not be disabled without permission from the IT Department.

To aid in maintenance and administration of desktops and laptops, certain software is installed and must not be removed. Also, the device must not be removed from the Company’s active directory. All Systems should be backed up as recommended by the IT Department.

## **Information Systems Access**

The Company takes reasonable steps to keep Company Information secure and, therefore, access to the Company’s Systems is controlled. A User’s supervisor must request access for the User through the Systems Access Form (“SAF”). A User-ID will be assigned by the IT Department and each User will create a password for use by the User. Revealing a password to anyone or the sharing of User-Ids is prohibited. Should an employee conclude that he needs to share this information, he should contact the IT Department.

Access to the Systems will be provided by the IT Department. If access to the Systems is required from outside a Company Facility, i.e. a User’s home or hotel, the IT Department may provide, in the Company’s sole discretion, wireless or broadband means of access to the Systems. In such a case, the IT Department will put in place measures to ensure the security of the Systems. The User must not disable the security measures.

PCs and Laptops attached to Systems will be provided and provisioned by the IT Department.

## **Use of Non-Davey Email Addresses by Employees**

The use of non-Company email addresses by Company employees for Company business does not identify the Company and should not be utilized. If you need a Company email address for Company business, contact the IT Department.

The approval of a Service-line General Manager or Vice-President is required to allow an employee to use a non-Davey email address contrary to the terms of this policy.

## **Connecting Non-Company Equipment to the Davey Network**

Company-owned equipment approved by the IT Department will be allowed to connect to the Systems, except for Davey web-mail.

Employees will not permit consultants working for the Company to connect their devices to Systems unless they have received express consent from the IT Department. Consultants may be required to install appropriate security and anti-virus software before connecting to Systems.

Upon request or upon layoff or termination, any Company information on non-Company equipment must be transferred to the Company, and then all Company information must be permanently deleted or destroyed. The Company is not responsible for the backup and maintenance of any non-Company device or information maintained on a non-Company device.

## **General Rules for Use of Information and Communications Systems**

Information and Communication Systems are the property of the Company and are to be used for authorized business purposes during working time. All Users have a responsibility to use the Systems and the Internet in compliance with applicable law and Company rules. Information created, sent or reviewed must not be discriminatory or harassing on the basis of any legally protected basis under federal, state or local law. Information created or sent must also not be violent or threatening. Failure to comply with Company rules regarding the Systems or the Internet may result in disciplinary action, including termination, and civil and criminal liability, including but not limited to the Economic Espionage Act, which makes it a federal crime to steal and use trade secrets.

Users are also prohibited from downloading, uploading or viewing any prohibited material. Examples of prohibited material include but are not necessarily limited to: pirated software, chain letters, sexually oriented material, trade secrets, copyrighted material, stolen passwords and stolen credit card numbers. Users may not illegally copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law, applicable licenses, and all other laws that may apply to software, files, graphics, documents, messages, and other material Users download or copy. If an employee knows or suspects that any individual has engaged in prohibited use of Company Systems, the employee must report this information to his supervisor immediately.

Information sent externally from Davey may not be automatically encrypted in any way. External email travels over communication lines and may be stored on computers not under Davey's control. Confidential business information must be encrypted before transmission to ensure the information is secure. Encryption software may be requested from the IT Department.

All electronic communication, particularly email, text messaging, or instant messaging, is to be considered an unsecured and permanent method of communication and should not be used to communicate confidential or sensitive information or to discuss confidential legal matters unless subject to appropriate encryption or other secured process. Users must not publicly post or place Company confidential business material, e.g. reports, internal memos, software, etc. on any publicly accessible computer unless an officer of the Company has approved the posting or placing of the materials or unless permitted as concerted protected activity as defined under the National Labor Relations Act.

Users should verify that email messages are from a source that is expected and trusted. It is possible to send email messages that look like they have been sent from another person. Credit Card numbers should not be sent over the Internet unless the receiving site implemented a "Secure Site" that has been approved by the IT Department. If a user questions the validity of any information or site, he should contact the IT Department.

Employees should open emails and attachments only if they are expecting to receive them or from a known source. Additionally:

- Do not click on links to Internet sites from suspicious messages;

- Do not install programs from the Internet or download or install any software or programs without permission from the IT Department. Do not give out confidential Company information in response to an email request.

The IT Department provides appropriate anti-virus systems, but if a user suspects a virus, he should contact the IT Department Service Desk. Any virus or spyware program that “infects” an employee’s computer can cause serious damage and data loss, not only to his computer but to the Systems.

## **Personal Use**

Systems are provided primarily for business purposes. Very limited personal use is permitted during working time but such use should not interfere with work duties or business activity, and should not interfere with system efficiency, resources and reliability. Personal use should take place outside working time whenever possible and must be in compliance with Company rules, policies, regulations and applicable law.

All information on Systems is the property of the Company, and the User has no expectation of privacy, even for personal use. A user should not use Systems for any information he expects to remain private from the Company. Personal use of Systems is a privilege that may be revoked at any time.

## **Data Confidentiality**

Users may have access to confidential Company business information in many forms, including paper and electronic forms. Users authorized to access Company business information that is not generally known to the public are required to take reasonable steps to protect Company business information from disclosure by or to unauthorized users. These steps include, but are not limited to, securing Company business information in a locked room or cabinet, shredding Company business information that is to be discarded, and following electronic access rules and procedures. Users are prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other confidential information belonging to Davey, unless it is authorized Company business or unless such information relates to the employee’s use of the information in a manner consistent with the employee’s protected rights under the National Labor Relations Act. Unauthorized dissemination of such material may result in disciplinary action, up to and including termination. There may also be applicable civil and criminal penalties under state and federal unfair competition, trade secret laws, and economic espionage laws for such conduct.

## **Data Privacy**

Users have no expectation of privacy in anything they create, store, send or receive using the Systems. These Systems are provided for the conduct of the Company’s business and the information on those Systems is the property of the Company.

Although Users may have individual access to Systems, these systems are accessible by authorized Company personnel. Even though passwords may be used, they are meant to protect the Systems and their contents from third party intrusion and not to give Users a sense of privacy. Passwords are subject to override by authorized Company personnel. Although the Systems may contain a delete function, information that has been “deleted” may have previously been backed up or exist in another location. Users are prohibited from the unauthorized use of other Users’ passwords, gaining access through other Users, or accessing other Users’ computers or information, including email and voicemail messages.

The Company reserves and maintains the rights and authority to access, restrict, monitor, disclose or record any electronic communication or use of Company Information or Systems in any form, including but not limited to

monitoring Internet sites visited by Users, monitoring email, chat and newsgroups, monitoring file downloads, and all messages posted from or to any Davey-owned or controlled Systems. Information on any System may be retained, restricted, deleted, archived, disclosed or utilized in any manner deemed appropriate by Davey for any business purpose, without notice or warning.

## **Data Retention**

Information will be retained in line with business and applicable legal requirements and will be destroyed at the end of its retention period unless required to be otherwise maintained. Information stored on magnetic or optical media will be treated in the same way as manual records and destroyed at the appropriate time.

## **Responsibilities**

In accessing or using the Systems, Users will be deemed to have agreed to follow Company Policies and Procedures.

Any User, supervisor or IT Department staff member who discovers any violation of these policies or procedures must notify his supervisor or the IT Department Manager immediately.

## **Noncompliance**

Use of the Systems in violation of or inconsistent with this or any other applicable Company policy will subject the User to appropriate disciplinary procedures, up to and including termination and/or revocation of System access.

## **Customer and Vendor Information**

As part of their employment, employees may have access to customer and vendor information. Employees may share this information with those in the Company that need information in order to perform their job duties. The Company does not sell, rent, trade or otherwise distribute vendor, employee or customer information and, therefore, employees are prohibited from disclosing, selling, renting, trading or otherwise distributing information to persons or entities inside or outside of the Company that do not require such information in order to perform their job duties, unless such disclosure is required or permitted. Failure to follow these policies may result in discipline, up to and including termination.

## **Blogging/Social Networking**

The Company has a legitimate need to control the release of certain information regarding its business, and in general, the Company respects the right of employees to use personal websites and weblogs on personal devices during nonworking hours as a medium of self-expression.

Employees should comply with the following rules:

- Employees should not create, post or otherwise access weblogs or personal websites during working hours. Limited posting during break periods and nonworking hours is permitted. If an employee identifies himself as an employee of the Company, the employee must make it clear to readers that the employee is not acting as an authorized representative of the Company and that they do not necessarily reflect the position of the Company. To help reduce the potential for confusion, an employee should include the below or a similar statement with his posting:

“I am not acting as an authorized representative of the Company, and the views expressed by me do not necessarily reflect the position of the Company.”

- Employees may not disclose any protected information or any proprietary business trade secrets or customer information regarding the Company to any third party. This includes photographs or videos of confidential business information. Protected information includes, but is not limited to, processes, development of systems, procedures, products, client information, technology, or formulas;
- Employees may not post content that could be viewed as malicious, obscene, harassing, or discriminatory;
- Employee may not link or otherwise refer to the Company’s website without obtaining the written permission of the Corporate Communications or Marketing Department;
- Employees must comply with applicable laws governing copyright and fair use of copyrighted material owned by others, as well as all other applicable laws.

The foregoing excludes any information or activities related to an employee’s right to disclose, discuss, or seek assistance with issues related to their terms and conditions of employment or their right to organize under the National Labor Relations Act.

Employees who violate this policy will be subject to disciplinary action up to and including termination. If an employee has any questions about these guidelines or any matter related to his site or posting that these guidelines do not address, please direct them to the Communications Department.

## **Media Contact Policy**

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify the Communications Department in Kent, Ohio at 330.673.9511 that you have been contacted by the media whenever you are asked to speak on behalf of the Company. Do not respond to media inquiries on the Company’s behalf without authorization. This rule does not prevent you from speaking with the media, but you should not speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

## **Tobacco Use**

Use of tobacco products, E-cigarettes and vaping in the workplace or in Company vehicles is prohibited except as permitted by applicable law or regulation. Where permitted by applicable law, tobacco use is limited to outside locations and areas that have been specifically designated as smoking/vaping/E-cigarettes/tobacco use areas.

Individuals who smoke or use tobacco products are permitted to do so only during break and lunch times, but will not be entitled to additional breaks or lunch time, and they are required to comply with existing Company policy regarding break time. No extra break time is allowed for smoking, vaping or tobacco use time.

For safety reasons, employees are prohibited from smoking, using E-cigarettes, or vaping when fueling or operating chain saws, blowers, or other gas powered equipment or when fueling trucks, chippers, or other equipment.

## **Use of Company Equipment and Vehicles**

Company supplies, equipment, vehicles and property are solely the property of the Company. Examples of Company property include but are not limited to office supplies, Company-provided credit cards, intellectual

property, communication systems, owned, leased or rented Company vehicles, tools and inventory. When using Company property, employees are required to exercise care, perform required maintenance comply with business use policies, and follow applicable operating instructions, safety standards, and guidelines.

Employees are required to notify the appropriate supervisor if any equipment, machines, tools, or vehicles appear to be or are damaged, defective, or in need of repair. An employee's supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job. Failure to properly maintain and use Company property is a violation of Company policy that may result in disciplinary action, up to and including termination.

The personal use of any Company-owned or provided property, including Company vehicles, is not permitted, except if such limited personal use is pre-approved by an employee's manager in writing. The careless, negligent, destructive, or unsafe use or operation of Company property or use in violation of Company rules or applicable law, as well as avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

Company vehicles are provided for the sole and exclusive use of the employees to whom they are entrusted, and employees are prohibited from allowing anyone else to operate or access those vehicles or equipment, unless such access has been approved in writing by the appropriate manager.

Employees who drive Company vehicles or who operate personal vehicles in the course of their job duties must maintain a valid, applicable operator's license and a driving record that is acceptable to the Company and its liability insurer. In order to monitor compliance with this policy, covered employees must provide current and acceptable motor vehicle driving information upon request, and must provide the Company and its insurer with any authorization necessary to obtain verification of the status of the employee's operator's license. In the event that an employee's driving privileges are revoked or restricted in any way, the employee must notify the Safety Department in writing, by facsimile or email, within one (1) business day. Employees are required to be familiar with and follow the Company's Safety Policy, including provisions related to driving vehicles and reporting accidents or moving violation convictions. If an employee's driving record is at any time deemed unacceptable by the Company or its liability insurer, the employee may be prohibited from further operation of Company vehicles.

Employees are not required to use a Company vehicle to commute to and from the designated meeting location or work. Company vehicles are provided for commuting purposes to employees as a convenience and no employee is required to drive or be a passenger in a Company vehicle while commuting to or from a designated meeting location. All such use is voluntary. Commuting time is generally not considered to be compensable time.

Company vehicles, whether owned, leased, rented or used for Company business, could have a GPS or other monitoring device installed on the vehicle and therefore, the Company or its designated agent may have knowledge regarding where the vehicle is at any time. Employees have no expectation of privacy while using or in possession of a Company or Company-provided or using Company-sponsored vehicle for business use.

If an employee is permitted to utilize a Company vehicle for limited personal use, it is understood that any accidents or incidents that occur during personal use will be the employee's sole and personal responsibility, and not the responsibility of the Company or its insurer. In this regard, employees are required to maintain their own automobile insurance coverage and, upon request, provide verification of that coverage to the Company. If any parking tickets or other citations are issued relating to a Company vehicle that are not incurred performing an assigned task, the employee is solely responsible for those tickets or citations.

If an employee is involved in an accident at any time involving a Company vehicle or a Company vehicle otherwise incurs damage, the employee must notify the Company as soon as possible. Any damage caused to a Company vehicle by an employee's carelessness or neglect may be the responsibility of the employee, subject to applicable law.

Employees who use or access cellular phones and other electronic devices while conducting services for the Company, whether in a Company vehicle or personal vehicle, are required to follow applicable federal, state and local laws governing the use of cellular phones and other devices while driving, including the use of hands-free devices when making phone calls while driving. Employees should never use a cellular phone or similar device if weather or traffic conditions would make that use unsafe. Employees are prohibited from emailing or texting while driving.

### **Use of Credit Card/Purchasing Card**

As part of their employment, employees may be issued or have access to a Company credit card, which may include a purchasing card, fuel card, debit card or any other Company-issued card. Such credit cards are the property of the Company and are only to be used for purchases that are authorized by Company representatives and only for work-related purchases that benefit the Company. Company credit cards are not to be used for personal purchases. Any personal purchase made on a Company credit card must be approved by an employee's supervisor, and payment to the Company for the amount of the personal purchase must be made within thirty (30) days after the purchase is made. Credit card passwords, numbers or identification codes must be kept confidential and not shared with others. Each credit card that is issued may have additional policies with which employees must comply.

Failure to follow these policies may result in discipline, up to and including termination.

### **Workplace Violence Prevention**

Violent or threatening conduct of any kind which may affect safety at work, whether it is conducted by or directed against a coworker, manager, or third party, will not be tolerated. Prohibited conduct includes, but is not limited to:

- Striking, punching, slapping or assaulting another person; challenging another person to a physical fight or physical fighting;
- Intimidating physical conduct, including touching or blocking an employee's movement;
- Engaging in dangerous, threatening, disruptive or unwelcome conduct ("Bullying");
- Possession of a firearm, explosives, knife or other weapon where prohibited on Company property or while conducting Company business, except as required for assigned job duties, or in a manner that violates applicable law or Company policy;
- Threats of violence or threats by words, gestures, symbols or written materials, including email and text message;
- Intentionally or recklessly damaging the property of the Company or of another employee.

Actual or potential violations of this policy, both direct and indirect, must be reported as soon as possible to an affected/involved employee's immediate supervisor or any other member of management. This includes threats or other violent conduct by employees, as well as by customers, vendors, solicitors, or other members of the public. Employees are required to report such situations even if they are not directly involved.



Suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. Employees should not try to intercede in a dangerous situation unless they can do so without endangering themselves or others. They should report the situation immediately to a supervisor or member of management, and, if appropriate, contact appropriate law enforcement.

The Company will investigate reports of policy violations and of suspicious individuals or activities. Anyone determined to be responsible for threats of or actual violence, or other conduct that is in violation of this policy, will be subject to disciplinary action, up to and including termination.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. The Company will not discipline employees for raising such good faith concerns.

## **Weapons**

To the extent permitted by law, the Company reserves the right to prohibit the possession, transfer, sale, or use of weapons on Company property or during working time.

“Company property” includes all areas under the Company’s control, including Company-owned or leased buildings and surrounding areas, sidewalks, parking lots, and driveways. This policy also applies to all Company vehicles, all offsite Company events, and all locations at which employees conduct business.

“Weapons” include, but are not limited to, firearms, explosives, and other items defined as weapons by state, federal, or local laws.

### **State Law—Notices**

Where appropriate or prohibited, and pursuant to applicable state law, even persons licensed to carry concealed handguns, as well as other personnel, may not, unless authorized and in an emergency situation, enter the Company’s premises with a concealed handgun or other similar weapon.

### **State Law—Private Vehicles**

If permitted by applicable law, eligible employees may have firearms in their private vehicles on Company premises. Absent an emergency situation, firearms may not be removed from a private vehicle while the vehicle is on Company property.

The Company will not be liable for any loss or theft of a firearm, including but not limited to, in an employee’s private vehicle while parked in a Company parking area.

## **Searches**

The Company reserves the right at any time and at its discretion to search all Company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, and enclosures brought onto Company premises or into Company vehicles, as well as persons or vehicles entering Company premises for the purpose of determining whether any dangerous weapons has been brought onto its property, premises or a vehicle in violation of this policy or for any other business purpose. The Company reserves the right at any time and at its discretion to search employee vehicles on Company parking premises for any business purpose. Employees who fail or refuse to promptly permit a search under this policy will be subject to disciplinary action, up to and including termination.

Any employee who violates the Workplace Violence Policy is subject to disciplinary action up to and including termination. A visitor who violates this policy may be removed from the property and reported to authorities. This policy does not apply to law enforcement personnel or security personnel who are engaging in official duties.

## **Employee Conduct and Work Rules**

To maintain orderly operations and provide a constructive work environment, Davey requires employees to follow rules of conduct designed to promote the interests and safety of employees, visitors, vendors and the public.

It is not possible to list all the forms of behavior that are considered prohibited in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Performing or soliciting outside employment that takes or is intended to take an actual or potential business opportunity from the Company, or engaging in any work that may compete with the Company;
- Giving or receiving any gift or gratuity that amounts to a conflict of interest or engaging in any ethics violation (see Code of Ethics and other relevant provisions of this Handbook);
- Use of phones, email system, or other Company equipment or system, time, material, facility, or the Company's name in violation of Company policy (see Use of IT Resources, Use of Communication Systems, and other relevant provisions of this Handbook);
- Sexual or other unlawful harassment or discrimination (see Equal Employment Opportunity, Sexual and Other Harassment, and other relevant provisions of this Handbook);
- Theft or removal, use or possession of Company property without prior management authorization or in violation of Company rules, or the property of any Davey manager, employee, customer, or other business affiliate without prior authorization or in violation of Company rules (see Use of Credit Card/Purchasing Card, Theft, and other relevant provisions of this Handbook);
- Sleeping, napping or not completing job duties efficiently during working hours;
- Lying, dishonesty, falsification, or material omission on any Company record, document, or form, or to any Davey manager, employee, customer, or other business affiliate. This includes the falsification of timekeeping and payroll records;
- Bullying (see Workplace Violence Prevention and other relevant provisions of this Handbook);
- Working under the influence of alcohol or illegal drugs (see Drug and Alcohol Use policy in this Handbook and the Company's Drug and Alcohol Policy available from the Safety Department);
- Manufacturing, possession, distribution, dispensation, sale, transfer, or use of alcohol, illegal drugs or misuse of legal drugs in the workplace or work area, while on duty or performing Company business, or while operating Company vehicles or equipment (see Drug and Alcohol Use policy in this Handbook and the Company's Drug and Alcohol Policy available from the Safety Department);
- Engaging in physical fighting or threatening violence in the workplace (see Workplace Violence Prevention policy and other relevant provisions of this Handbook);
- Engaging in hate speech or hate-based behavior during or outside of the workplace that impacts the Company's or an employee's ability to conduct business to the extent permitted by state law;
- Negligence or violation of Company rules leading to damage of property owned by Davey, any Davey employee, customer, or other business affiliate;
- Failing to fully cooperate to the extent not prohibited by applicable laws and regulations in any Company investigation;
- Refusal to comply with the direction of a supervisor or manager relating to work duties or responsibilities;
- Violation or failing to report a violation of a safety or health rule (see Safety and other relevant provisions of this Handbook);

- Smoking or vaping in a prohibited area (see Tobacco Use policy and other relevant provisions of this Handbook);
- Possession of a firearm, explosive, knife or other weapon in violation of this Handbook or posted requirements on Company property, in a Company vehicle, or while conducting Company business, unless permitted by applicable law or required for assigned job duties (see Workplace Violence Prevention, Weapons, and other relevant provisions of this Handbook);
- Excessive absenteeism, tardiness, or any absence without notice unless the reason for the absence is legally protected (see Attendance and Punctuality, Work Schedules, and other relevant provisions of this Handbook);
- Unauthorized absence from work or work location during the workday, unless the reason is legally protected;
- Unauthorized disclosure of a business secret or confidential information (see Confidentiality/Nondisclosure and other relevant provisions of this Handbook);
- Violation of personnel policies;
- Unsatisfactory performance or conduct in violation of work rules, as determined in the Company's sole discretion;
- Working overtime without preapproval from supervisor (see Overtime Policy in this Handbook);
- Violation of any other Company rule.

Failure to satisfy the Company's expectations in any of these areas or any other section outlined in this Handbook may result in discipline or immediate termination even if such action is not specifically outlined in that particular section. This list is not inclusive, and there may be other misconduct for which employees may be disciplined and terminated.

The Company reserves the right to determine the type, nature, extent, and duration of discipline, and it may consider such factors as the seriousness, past infractions, and impacts on work schedule and other employees. Notwithstanding the listing of potential disciplinary actions, employment with Davey is and remains at all times at-will. Either the Company or an employee may terminate the employment relationship at any time, with or without cause, and with or without advance notice and nothing in this policy impacts the at-will policy. Employees terminated for cause, absent extenuating circumstances, may be considered ineligible for rehire.

## **Drug and Alcohol Use**

The use of drugs and alcohol poses a threat to employee and others' safety, impairs efficiency and judgment and could damage Company and customer property and goodwill. It is the responsibility of both the Company and its employees to maintain a safe and efficient working environment.

Employees are required to be free from the effects of alcohol and legal and illegal drugs at all times they are on the job or representing, or working on behalf of, the Company. For a copy of the Drug and Alcohol Policy, or if you have any questions on this policy or issues related to drug or alcohol use in the workplace, please contact the Safety Department.

## **Attendance and Punctuality**

The Company expects employees to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Davey. In the instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor or another member of management in the chain of command, not another employee or a foreman, at least thirty (30) minutes prior to the designated start time with an explanation and anticipated time of arrival. Employees should check with their supervisors as to

whether an email, voice mail or text message is acceptable. In cases of absence or tardiness, employees must provide their supervisors with an acceptable reason or explanation. Documentation of the reason may be required. Employees also must inform their supervisors of the expected duration of any absence.

Employees also are expected to remain at work for their entire work schedule, except for authorized lunch or break periods or when required to leave on authorized Company business. Late arrival, early departure, or other absences from scheduled hours are disruptive and may subject the employee to discipline, unless the reason is legally protected. When unavoidable, an employee must notify their supervisor in the manner outlined above.

Pre-planned absences are to be requested at least two (2) weeks in advance for vacation/PTO use and thirty (30) days in advance for medical or other leaves (see FMLA policy regarding FMLA leaves), if the need is foreseeable or as soon as possible if the need is unforeseeable. Absences must be approved by Davey prior to the absence. Absences due to illness may require a doctor's note in order to return to work.

If an employee is away from work for two (2) consecutive work days without notifying his or her manager or supervisor, the employee will be deemed to have voluntarily resigned his employment, unless the reason is legally protected.

Poor attendance and excessive tardiness may lead to disciplinary action, up to and including termination of employment, unless the reason for the excessive absence or tardiness is legally protected.

## **Personal Appearance Guidelines**

Appropriate dress, grooming, and personal hygiene standards contribute to employee safety and effectiveness and affect the business image the Company presents to customers, visitors and the public. During business hours or when representing the Company, employees are expected to present a clean appearance and comply with this Policy. Employees are expected to dress and groom themselves in a manner and according to the requirements of their positions. Specific dress and grooming standards, including safety gear, may be specified for some positions and departments.

Questions about appropriate dress and personal appearance should be directed to an employee's supervisor or the Human Resources Department. In general, the following personal appearance guidelines must be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards;
- Mustaches and beards must be clean and not present a safety risk or hazard;
- Hairstyles cannot represent a safety risk or hazard;
- Employees must maintain acceptable personal hygiene;
- Perfume, cologne, and aftershave lotion should not be excessive or create excessive odor;
- Jewelry, including facial jewelry such as eyebrow rings, nose rings, lip rings, etc. and torso jewelry, cannot be functionally restrictive, dangerous to job performance, offensive or harassing/obscene;
- Visible tattoos and similar body art must not be obscene; obscene or harassing or violent tattoos must be covered during business hours.

If required by law, the Company will provide accommodations for dress and grooming standards that are based on religious beliefs, disabilities or other legally protected reasons. Employees who believe they need an accommodation should contact the Human Resources Department.

## **Religious and Disability Accommodations**

The Company will reasonably accommodate exceptions to the policies in this Handbook if required due to accommodate an employee's religious beliefs, condition or disability. Employees who need such accommodation should contact their supervisor or the Human Resources Department.

## **Uniforms**

Some job duties or functions may require employees to wear a uniform or a certain type of clothing. If an employee does not return a Company-provided uniform, clothing or other items at the time of termination from employment, or fails to pay for clothing purchased through payroll deduction, the employee will be responsible for the cost of the uniform, clothing or other items and the cost will be deducted from a final paycheck to the extent permissible under applicable law.

If an employee changes into a uniform or safety gear at work or on location, the employee should report as work time the time changing into the uniform or gear and change out of the uniform or gear.

## **Return of Property**

Employees are responsible for items issued to the employee by the Company, or in the employee's possession or control, including but not limited to GPS devices, computers, client lists, protective equipment, uniforms, vehicles, tools, keys, cellular phones, credit cards, equipment, manuals, identification badges, security passes, proprietary or confidential business reports or statements, and uniforms, and must return all Company property immediately upon request or upon termination of employment. Where authorized by the employee or permitted by applicable laws and in compliance with legal requirements, the Company may withhold from the employee's check or final paycheck or from any other monies due or that become due to the employee the cost of any items that are not returned when required. In states where withholding is not permitted, employees may be asked to write a check for items not returned. Retaining Company items may be considered a violation of criminal or civil laws and the Company may take any action deemed appropriate to recover or protect its property.

## **Solicitation**

The Company has established the following rules applicable to employees and nonemployees that govern solicitation, distribution of written material, political advocacy and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working hours of the employee or employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee shall distribute or circulate any written or printed material in work areas during his or her working time or during the working hours of the employee or employees at whom such activity is directed;
- Under no circumstances will nonemployees be permitted to solicit or to distribute written material to employees for any purpose on Company property unless pursuant to a Company-sponsored event such as an employee health fair.

As used in this policy, "working time" includes time for which an employee is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

The Company may provide a designated bulletin board or boards for nonbusiness announcements or information. Such information may not be harassing, discriminatory, obscene, violent or threatening.

## **Workplace Conduct**

The Company strives to maintain a positive work environment where employees treat each other in a manner that complies with law and company policies and procedures. The following workplace conduct bullet points are guidelines. Management discretion may be used as to any issues that may arise:

- Keep socializing to a minimum during working time and conduct conversations in areas where the noise will not prevent others from completing job duties;
- Socializing other than brief greetings should take place during break times or outside working time;
- Be conscious of how your voice travels, and if appropriate lower the volume of your voice when talking on the phone or to others in open areas;
- Do not use harassing or discriminatory language or gestures when communicating with employees, visitors, customers or the general public;
- Utilize only appropriate and considerate levels of volume when listening to music, voice mail, or a speakerphone that others can hear;
- Clean common areas after use including kitchens, truck cabs break rooms and other common areas.

Employees are permitted to display personal pictures, artwork and decorative items at their work station/desk as long as these items are not considered harassing, discriminatory, obscene, violent, threatening, excessive and do not interfere with assigned duties. Management direction will prevail if there is an issue or complaint.

Employees may choose to drink or eat at their work stations during the work day or lunch hour. As long as an employee's choice of food does not cause offensive odors or interfere with assigned duties, employees are permitted to do so. It is an employee's responsibility to properly dispose of containers, wrappers and trash in a timely and sanitary manner.

## **Theft**

Employee theft includes robbery, theft, burglary, fraud, embezzlement, and theft of intellectual property. Theft also includes charging non-work items on Company credit cards, without paying for the charge within 30 days, use Company equipment or systems in violation of rules or without prior authorization, or submitting unauthorized expenses.

Theft can also take a number of other forms including: theft of Company supplies; equipment; inventory; intellectual property such as proprietary information, trade secrets, and other confidential information; misrepresentation of hours worked; and theft from coworkers or other business affiliates. Nonbusiness charges or unauthorized charges through the Company or Company credit cards are not permitted. Fuel cards are to be used for business purposes only.

Employees must report any suspicious activities to their immediate supervisors or to the Human Resources Department.

An employee who violates the theft policy or who engages in other illegal activity will be subject to appropriate disciplinary action, up to and including termination.

## **PART 5— COMPENSATION POLICIES**

### **Salary Administration**

Compensation for positions is determined by multiple non-discriminatory factors, which may include but not be limited to financial condition of the Company, job analysis and evaluation, the essential duties, job market, economic conditions, business necessity, geography, responsibilities of the job, and salary survey data on pay practices of other employers. Davey may periodically review its salary administration program and restructure it as the Company deems necessary. In the Company's sole discretion, merit-based pay adjustments may be awarded in conjunction with employee performance documented by the performance evaluation process. Incentive bonuses may be awarded to some employees at the sole discretion of the Company depending on the overall profitability of Davey and other company criteria determined by the Company. A positive performance review does not guarantee a salary increase, bonus or continued employment.

If employees have concerns regarding their compensation, they may discuss the matter with their supervisor, any member of management or the Human Resources Department.

### **Pay Transparency**

The Company will not terminate or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants 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 employee's legal duty to furnish information, or (d) authorized by the employee or applicant.

### **Timekeeping**

Accurately recording time worked is the responsibility of every employee who is required by law or Company policy to track and report time worked. Federal and state laws require Davey to keep an accurate record of time worked by nonexempt employees in order to calculate employees' pay and benefits. Time worked is the time actually spent performing assigned duties on behalf of the Company.

Affected employees must accurately record the time they work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Because time reports may be used for other purposes, such as customer invoicing, non-exempt and exempt employees may also be required to complete certain types of time records.

Altering, falsifying, tampering with time records, inaccurately reporting or recording time, or recording time on another employee's time record may result in disciplinary action, up to and including termination. Taking time off in exchange for time worked, i.e. comp time, is not permitted. Make up time is not considered comp time and may be permitted in certain situations in compliance with applicable law.

It is the employees' responsibility to sign their time records and/or to certify the accuracy of all time recorded and to review their pay advice to verify all time worked has been paid and paid at the proper rate. Any discrepancies in pay must be reported to the employee's supervisor or the Payroll Department immediately.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter his or her own or another employee's time records. If anyone directs or encourages an employee to incorrectly report the total hours worked, or to alter another employee's time records, the employee must report the incident immediately to his supervisor or the Human Resources Department. Violating this policy may result in discipline up to and including termination.

Exempt employees may also be required to record their time worked and report full days of absence from work due to vacation, sick leave, personal business, or other business reasons.

Any errors on an employee's time record or paycheck must be reported in writing by email, letter or facsimile immediately to the employee's supervisor, the Payroll Department or the Human Resources Department, who will investigate and correct errors in accordance with applicable law.

## **Exempt Employees**

An exempt employee will be paid on a salary basis. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When the employee is absent from work for one or more full days due to personal reasons other than sickness or disability;
- When the employee is absent for one or more full days due to sickness or disability, but only if the employee is eligible to participate in the Company's sickness, paid time off or disability plan;
- When the employee is absent due to unpaid leave under the Family and Medical Leave Act in full or partial-day increments;
- If the employee violates a safety rule of major significance;
- When the employee has been suspended without pay for one or more full days due to a violation of a Company policy or procedure relating to workplace misconduct, in compliance with applicable law;
- When the employee works a partial workweek during his or her first or last week of employment.

The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full day off from work.

The Company prohibits any Company representative from making deductions from the salaries of exempt employees, except as permitted by law. The Company does not allow deductions that violate the FLSA or any applicable law.

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the Human Resources Department, a supervisor, or any other member of management in the chain of command. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed for any improper deduction made in accordance with applicable law.

## **Interns**

Interns, defined as temporary placements of persons with the Company to assist or further the person's educational, instructional or academic pursuits, will be paid wages unless they are part of a formal unpaid



internship program through an educational institution in accordance with applicable law. Interns are placed with the Company in a special status as Intern for a specified period.

## **Reporting Errors and Obtaining More Information**

If any employee, exempt or nonexempt, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, the employee must provide a verbal or written report to his or her supervisor, and if not resolved, to the Human Resources Department, another supervisor or any other member of management in the chain of command. Every report will be investigated. The Company will provide the employee with any compensation to which the employee is entitled in a timely fashion. The Company intends to comply with applicable laws, including the Fair Labor Standards Act. The Company will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

## **Paydays**

Employees are paid at intervals in compliance with applicable law and Company policy. In general, employees are paid at the end of the week following the week in which they performed work, i.e. weekly, or at the end of the week following the prior two weeks in which they performed work, i.e. bi-weekly.

The Company encourages its employees to participate in the direct deposit program. Employees may have their pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits. Employees who do not elect direct deposit will generally be sent their paycheck by regular, first class mail. Where permitted, employees may also choose to receive payment through a pay card. Under the pay card system, the net amount due to the employee will be added to the employee's pay card and the itemized statement of wages will be mailed to the employee.

## **Pay Advances**

The Company does not provide pay advances on unearned wages or compensation to employees.

## **Pay Deductions and Setoffs**

The Company is legally required to make certain deductions from employee wages or compensation. The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. In addition, the Company may deduct amounts from employee paychecks for deductions authorized or agreed to by employees.

## **Work Schedules**

In general, the standard work schedule for regular full time nonexempt employees is 40 hours a week. Exempt employees are expected to complete their job duties and may need to work additional time as job duties require. Supervisors will advise employees of the times their schedules will normally begin and end. Such factors as staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible or alternative work schedules may be available in some cases to allow employees to vary their starting and ending times each day within limits established at the Company's discretion. These alternatives may be

possible if a mutually workable schedule can be negotiated with the supervisor involved and in compliance with applicable laws. However, various issues, including but not limited to staffing needs, the employee's performance, and the nature of the job may be considered before approval of alternatives and may be changed by the Company at any time for any reason. Employees should consult their supervisor or the Human Resources Department to request participation in an alternative program.

Employees are not permitted to work hours that have not been scheduled or approved, including conducting Company business using computers, PDA's, cell phones or other electronic devices. Employees are responsible to report all time worked, even if not authorized. Failure to accurately report time worked may lead to discipline up to and including termination. Employees who work unauthorized time will be compensated in accordance with applicable law but will be subject to disciplinary action.

Employees in positions classified as non-exempt under the FLSA may be required to remain on-call at a designated job location and will be compensated for on-call time as required by the Fair Labor Standards Act and applicable state law. At times, employees may be asked to be available for work pursuant to a notification call list, such as storm damage work, outside of their regular work shift. Provided the employee is not performing work and is not required to remain at the designated job location, this is not considered paid on call time, unless otherwise required by applicable law.

### **Rest and Meal Periods**

It is the Company's policy to comply with applicable laws regarding meal and rest breaks.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. Nonexempt employees should record the beginning and ending time of their meal breaks each day on their time records.

### **Travel Time**

Employees in positions classified as non-exempt under the FLSA are eligible for compensation for the time they spend traveling outside of normal work hours as required by applicable State or Federal law or regulation. Commuting time is generally not considered travel time.

### **Overtime**

At the Company's discretion, when operating requirements or other needs cannot be met during regular working hours, employees will be scheduled to work overtime hours. Overtime is an essential part of every position and is required depending on work schedules and job needs. Employees who refuse to work overtime will be subject to disciplinary action up to termination, subject to compliance with applicable laws, including the Americans with Disabilities Act.

Overtime must be approved by the employee's supervisor before it is worked or disciplinary action up to and including termination may occur. To the extent possible, advance notification of these mandatory assignments

generally will be provided, although overtime may be assigned without notice if the Company believes such overtime is necessary.

An employee should not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless the employee is directed to do so. If an employee has any questions about when or how many hours the employee is expected to work, he or she should contact a supervisor or the Human Resources Department.

Overtime compensation is paid to nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is generally based on actual hours worked that constitute duties pursued that are necessary and primary to the employee's job, unless such work constitutes de minimis activities as defined under the Fair Labor Standards Act. Unless otherwise required by law or regulation, time off on sick leave, vacation leave, PTO, any leave of absence, or holidays will not be considered hours worked for purposes of overtime calculations.

Failure to work scheduled overtime, or overtime worked without prior authorization from the supervisor, including the use of computers, PDA's, and cell phones for Company business during nonscheduled work hours, may result in disciplinary action, up to and including termination.

### **Lactation Accommodation**

The Company will provide a reasonable amount of break time to accommodate an employee who provides express notification to the Company of the employee's requirement to express breast milk for the employee's child. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to the employee. If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid for non-exempt employees. Where unpaid breaks or additional time are required, the employee should work with her supervisor or the Human Resources Department regarding scheduling and reporting the extra break time as unpaid. Where state law requires a specified time during each portion of a workday, the Company will comply with any such requirements.

Where an employee takes unpaid rest breaks during the work day, the employee may be permitted to make up the amount of time used during the unpaid rest period either before or after the work shift as the nature of the job permits. If the employee does not make up the time, no compensation will be provided for the lost time used during the unpaid rest break.

Because exempt employees receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, exempt employees who need lactation accommodation breaks should not report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area for lactation, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within reasonable proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

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.

Employees should discuss with the Human Resources Department or other appropriate persons the location for storage of expressed milk. Employees may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

Because some lactation accommodation requirements differ by state, the employee should contact the Human Resources Department or another appropriate manager in the chain of command during the employee's pregnancy or before she returns to work to identify her need for a lactation area or to make any other arrangements necessary under this policy.

## **Performance Evaluation**

Supervisors are encouraged to discuss job performance and goals with employees on an on-going basis. Additional formal performance evaluations may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Whether job performance evaluations will be accomplished as to any employee depends upon the discretion of Company management. The Company does not provide performance reviews at any set interval and reserves the right to issue disciplinary action before or after a performance review.

## **Job Descriptions**

The Company maintains job descriptions to assist employees to identify the requirements and job duties of each position and to assist in establishing a basis for making reasonable accommodations for individuals with disabilities.

## **Layoffs**

An employee recalled from temporary layoff is required to be available and to return to work on the date and time set by the Company. An employee who does not return to work when requested will be deemed to have voluntarily terminated his employment. A temporary layoff that continues for more than six (6) months will be deemed to be a permanent layoff and the employee's employment will be terminated.

## **Discipline During Absence**

If the Company discovers conduct that violates Company policies while the employee is absent, including while on layoff, leave of absence, on the job or off the job injury or other absence, the Company will investigate and take appropriate disciplinary action, up to and including termination.

# **PART 6— EMPLOYEE BENEFITS**

## **Summary of Benefits**

Eligible employees are provided a range of benefits. The Company will follow applicable federal, state, and local laws regarding employee benefits.

Benefits eligibility is dependent upon a variety of factors, including an employee's classification. Details of these programs can be found in the Benefits Summaries, which can either be found on the Davey Portal or in the official plan documents that an employee can obtain from the Human Resources Department. Official plan documents ultimately govern benefits terms and will control in the event of a conflict with any other document, including

this Handbook. Contact the Human Resources Department for information or copies of Benefits Summaries or plan documents or for a summary of benefits available to you.

Union-negotiated employment contracts may also have different benefit programs. In the event of any conflict between a union agreement and this Handbook, the union agreement provision(s) will control.

The Company reserves the right to change, alter, update, revise, modify, change, or delete any of the benefit plans at any time with or without notice and in accordance with the law.

## **Family Medical Leave of Absence**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” In any case, employees will be eligible for the most generous benefits available under applicable law.

### **Employee Eligibility**

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact the Human Resources Department.

### **Reasons for Leave**

Federal and state laws allow FMLA Leave for various reasons. Because employees’ legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee’s inability to work because of a serious health condition (Serious Health Condition Leave);
- A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (Military Caregiver Leave).

### **Definitions**

- “Child” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave

and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

- “Parent” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- “Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- “Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- “Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of the employees employed by the employer within 75 miles of the employee's worksite.

## **Length of Leave**

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is the 12-month period measured forward from the start date of the employee's first FMLA leave; the 12-month period is measured from the date the employee first uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a

combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one-half hour. Employees who take leave intermittently or on a reduced work schedule basis for a 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 Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable 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 employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Notice and Certification**

#### **Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

Certification forms are available from the Human Resources Department. At the Company's expense, the Company may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, the Company may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

### **Recertification After Grant of Leave**

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

### **Military Emergency Leave Requirements**

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered service member'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 service member'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 Human Resources Department.

### **Failure to Provide 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 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.



## **Compensation During Leave**

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. Payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

## **Benefits During Leave**

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave may not accrue while on an unpaid FMLA 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. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if he or she had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

## **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company 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 FMLA Prohibited**

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

## **Nondiscrimination**

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. The Company will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to the Human Resources Department.

## **Additional Information Regarding FMLA**

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook.

Employees should contact the Human Resources Department as to any FMLA questions they may have.

## **State Law**

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact the Human Resources Department for additional information.

# **PART 7— MISCELLANEOUS ADMINISTRATIVE POLICIES**

## **Company Closings**

For field operations employees, it is the employee's responsibility to call his supervisor by the designated time prior to showing up on inclement weather days to determine if work is available. Employees are required to wait a reasonable period of time before calling off during weather interruptions. In some instances, show up pay may be authorized in accordance with applicable law. In these cases, employees may be required to contribute productively toward safety training and maintenance sessions while waiting for favorable weather. Kent corporate employees should call the Davey emergency information line to determine if the office is open during an inclement weather event at 330.673.9515 or toll free at 800.447.8733 extension 8475.

## **Business and Travel Expenses**

The Company will reimburse employees for reasonable business travel expenses incurred while on approved assignments away from the normal work location. Business travel must be approved in advance by the employee's immediate supervisor.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are required to limit expenses to reasonable amounts, and a failure to do so may result in discipline, up to and including termination. Reimbursement will be made in compliance with applicable law.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

When travel or business is completed, employees should submit completed travel expense reports within seven (7) days or, if charged on a Company credit card, attach receipts to the credit card statement. Reports should be accompanied by receipts for expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business and travel issues.

Violation of this Business and Travel Expenses Policy, including falsifying expense reports to reflect costs not incurred by the employee or reporting expenses multiple times, will be grounds for disciplinary action, up to and including termination.

### **Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at Davey, only authorized visitors are allowed in the workplace or work location. Family and friends of employees, ex-employees, or members of the public are discouraged from visiting and in no event may enter a Davey work site without first obtaining permission from the appropriate supervisor. In cases of emergency, employees will be called to meet any visitor outside their work area.

Visitors must enter a Company facility at the main entrance and sign in with the receptionist. Authorized visitors will receive directions or be escorted to their destinations. Employees are responsible for the conduct and safety of their visitors.

Use of Company facilities and equipment for outside interests that does not include Davey employees and do not directly relate to Company business or Company sponsored events is generally prohibited. Exceptions require permission by the Company.

If an unauthorized individual is observed on Company premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## 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 1 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.

## Benefits & Protections

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.

## 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.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA-covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



**For additional information:**  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
**WWW.WAGEHOUR.DOL.GOV**  
U.S. Department of Labor Wage and Hour  
Division



- WHD Publication 1420
- Revised April 201

## APPENDIX A

### ARBITRATION AGREEMENT

**THIS ARBITRATION AGREEMENT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS IN ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS OR REPRESENTATIVE ACTIONS. YOU MUST FOLLOW THE INSTRUCTIONS IN SECTION (K) TO REJECT THIS ARBITRATION AGREEMENT IF YOU DO NOT AGREE.**

**(A) Parties to this Arbitration Agreement:** This Arbitration Agreement is between the Company and each of its Covered Employees or Applicants, and is intended to benefit Related Parties, as each of those terms is defined below:

- (1) **Company:** The term “Company” means the Davey Tree Expert Company and its past, present, and future parents, subsidiaries, and affiliates, as well as any successors or assigns of any of those entities.
- (2) **Covered Employees or Applicants:** The term “Covered Employees or Applicants” means all non-union employees of the Company and all applicants for any job with the Company.
- (3) **Related Parties:** The term “Related Parties” means the Company’s officers, directors, employees, agents, benefit plans, benefit plan sponsors, fiduciaries, and administrators, as well as the heirs, trustees, representatives, or family members of Covered Employees or Applicants.
- (4) **Claim:** The term “Claim” means any claim, dispute or controversy between the Company and/or its Related Parties, on one hand, and Covered Employees or Applicants or their Related Parties, on the other hand.

**(B) Claims Subject to Arbitration:** Except as specified in Section (B), any Claim that arises out of or relates to the employment or benefits of a Covered Employee or Applicant must be arbitrated. This agreement to arbitrate is intended to be broadly interpreted. It includes but is not limited to:

- Claims arising out of or relating to employment, the conditions or termination of employment, an application for employment, or to promotions, demotions, suspensions, or disciplinary actions;
- Claims arising out of or relating to wages, benefits, or other compensation;

- Claims asserting a breach of any contract or covenant (express or implied) or the commission of a tort, (e.g., negligence and intentional torts);
- Claims asserting a breach of, or failure to follow, a benefit plan, trust agreement, or trust;
- Claims concerning discrimination, harassment, or retaliation (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, disability, or any other trait or characteristic, and claims based whistleblower activity or engaging in protected activity);
- Claims asserting a violation of Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Employment Retirement Income Security Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Worker Adjustment And Retraining Notification Act, the California Fair Employment And Housing Act, the Family And Medical Leave Act, the California Family Rights Act, the California Investigative Consumer Reporting Agency Act, the Consumer Credit Reporting Act, the California Labor Code, the California Business and Professions Code, the California Civil Code, and other federal, state, or local statutes, ordinances, or regulations;
- Claims arising out of or relating to the retention, protection, use, or transfer of information about Covered Employees or Applicants;
- Claims arising out of or relating to intellectual property rights; and
- Claims that arose before the Covered Employee or Applicant applied for employment or after the termination of employment.

Your application or agreement for employment evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (or FAA), 9 U.S.C. § 1 et

seq., governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of any application or agreement for employment.

**(C) Claims Not Subject to Arbitration:** The following disputes or claims cannot be arbitrated:

- Claims for workers' compensation or unemployment benefits;
- Claims under an employee benefit or pension plan that specifies that disputes shall be resolved in a manner other than arbitration under this Arbitration Agreement;
- Claims seeking only individualized relief asserted by the Company or a Covered Employee or Applicant in a small claims court with jurisdiction over the claim and the parties, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case the dispute instead shall be arbitrated;
- Disputes over the scope and enforceability of this Arbitration Agreement, including disputes over whether a claim or dispute can or must be brought in arbitration;
- Issues that Sections (D), (E), and (I) provide that only a court may decide;
- Claims for wrongful death or bodily injury (*i.e.*, physical injury, not emotional or mental injury); and
- Any Claims that may not be subject to arbitration as a matter of any generally applicable law that is not preempted by the FAA or otherwise invalid.

In addition, Claims relating to the breach of a restrictive covenant (e.g., non-competition or non-solicitation provision), may, but are not required, to be arbitrated. This Arbitration Agreement does not preclude the Company or Covered Employees or Applicants from (1) bringing unfair employment practices, criminal conduct or other issues to the attention of federal, state, or local agencies, such as law enforcement or the US Department of Labor, or participating in proceedings before these agencies, (2) making truthful statements or disclosures required by law, regulation or legal process; or (3) seeking confidential legal advice. Federal, state, or local agencies can, if the law allows, seek relief against the Company on behalf of a Covered Employee or Applicant.

**(D) Pre-Arbitration Notice of Dispute and Informal Settlement Conference:** A party who has a Claim must first send to the other a written notice of dispute

("Notice"). The Notice to the Company should be addressed to General Counsel, Legal Department, 1500 North Mantua Street, Kent, Ohio 44240 ("Notice Address"). The Notice to a Covered Employee or Applicant will be sent to the current address on file with the Company. The Notice must include, at minimum: (1) the Covered Employee's or Applicant's name, mailing address, telephone number, and e-mail address; (2) the Covered Employee's or Applicant's employee number (if any); (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief sought; (5) the claimant's signature; and (6) if the claimant is a Covered Employee or Applicant who has retained an attorney, the claimant's signed statement authorizing the Company to disclose the claimant's confidential records to the claimant's attorney if necessary in resolving the claim. A Notice is not complete until all of the information required by (1)-(6) has been received by the other party ("Notice Completion Date").

After the Notice Completion Date, either party may request a conference within 60 days to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. The Covered Employee or Applicant and a Company representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing the Company or the Covered Employee or Applicant also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both the Company and the Covered Employee or Applicant agree.

Any applicable statute of limitations will be tolled during the "Informal Resolution Period," which is defined as the period between the Notice Completion Date and the later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference.

**(E) Commencing Arbitration:** An arbitration proceeding may be commenced only if the Company and the Covered Employee or Applicant do not reach an agreement to resolve the claim during the Informal Resolution Period. A court will have the power to enforce this Section (E), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration administrator shall not accept or administer any arbitration or assess any arbitration fees unless the claimant has complied with the

Notice and Informal Settlement Conference requirements of subsection (D).

**(F) Arbitration Procedure:** The arbitration shall be governed by the Employment Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Arbitration Agreement, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this Arbitration Agreement, another arbitration administrator shall be selected by the parties or, if the parties cannot agree on an administrator, by the court.) The alternative administrator shall be subject to the same requirements as the AAA set forth in this Arbitration Agreement. The AAA Rules and fee information is available from the AAA online at <http://www.adr.org>.

The arbitrator shall be a lawyer with at least ten years' experience in labor and employment or a retired judge. The arbitrator is bound by the terms of this Arbitration Agreement. The AAA shall provide each party a list of seven arbitrators. The parties shall then take turns striking names from the list, starting with the Covered Employee or Applicant, until only one name remains. That person shall be designated as the arbitrator, who will decide the dispute applying the same substantive law that a court would apply, and will honor all evidentiary privileges recognized by law, such as the attorney-client privilege and attorney work product doctrine. The arbitrator may consider rulings in other arbitrations involving other Covered Employees or Applicants, but an arbitrator's ruling will not be binding in proceedings involving different Covered Employees or Applicants. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as specified in Section (H) below, the arbitrator can award the same damages and relief that a court can award under applicable law, including statutory damages and statutory awards of attorneys' fees.

**(G) Arbitration Fees:** If the Company initiates arbitration, the Company will pay all AAA filing, administration, case-management, hearing, and arbitrator fees. If a Covered Employee or Applicant initiates arbitration, the AAA will govern the payment of these fees unless applicable law requires a different allocation of fees for this Arbitration Agreement to be enforceable. If you are unable to pay your share of the AAA fees, the Company will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in Sections (D), (E), and (I) for any arbitration you initiated.

**(H) Requirement of Individual Arbitration:** The Company and Covered Employees and Applicants agree to seek, and further agree that the arbitrator may award, only such relief, whether relief in the form of damages, an injunction, or other non-monetary relief as is necessary to resolve any individual injury that either the Company or the Covered Employee or Applicant has suffered or may suffer. In particular, if either party seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than the party seeking that relief.

**The Company and Covered Employees and Applicants agree that we each may bring Claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding, including representative claims under the California Private Attorneys General Act (PAGA). Furthermore, unless both Covered Employee and the Company agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective, representative, or private attorney general proceeding.** For any claim brought on a private attorney general basis, including under the California PAGA, both the Company and Covered Employees and Applicants agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether Covered Employee or Applicant has personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law).

Notwithstanding any provision of the AAA rules, disputes regarding the scope, applicability, enforceability, revocability or validity of any of the provisions in this Section (H) may be resolved only by a civil court of competent jurisdiction and not by an arbitrator.

If, after exhaustion of all appeals, any of the above prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that (i) such a claim or request for relief shall be decided by a court; and (ii) litigation of such a claim or request for relief shall be stayed until after all other claims and requests for relief are arbitrated.



This Arbitration Agreement is not intended to prevent employees from coordinating or banding together to test the validity of any portion of this Arbitration Agreement, including this Section (H), or to bring individual claims in arbitration. No Covered Employee or Applicant will be disciplined, discharged, or retaliated against for exercising any rights under Section 7 of the National Labor Relations Act.

**(I) Mass Filings:** If 25 or more Covered Employees or Applicants submit Notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved before arbitration as set forth above in Section (D). The parties agree that the individual resolution of claims in arbitration might be delayed if the claims are pursued in connection with 25 or more similar claims. In the first stage, the parties shall each select up to ten cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. If the parties are unable to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, each side may select up to another ten cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this Arbitration Agreement, with each case assigned to a separate arbitrator. During this second stage, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. This process of staged bellwether proceedings shall continue until the parties are able to resolve all of the claims, either through settlement or arbitration. If these mass filing procedures apply to a claimant's Notice, any statute of limitations applicable to the claims set forth in that Notice will be tolled from the time the first cases are selected for a bellwether proceeding until the claimant's Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees.

**(J) Future Changes to Arbitration Agreement:** Notwithstanding any provision in any other agreement, if the Company makes any change to this Arbitration Agreement (other than a change to the Notice Address), a Covered Employee or Applicant may reject that change and require the Company to adhere to the previous version of the Arbitration Agreement by providing the Company with written notice within 30 days of the change to the Notice Address.

**(K) Opting Out of Arbitration:** A Covered Employee or Applicant may reject this Arbitration Agreement by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include the Covered Employee's or Applicant's name, employee number (if any), and a statement that the Covered Employee or Applicant is rejecting this Arbitration Agreement; and (b) be received by the Company within 30 days after that person received this Arbitration Agreement. If a Rejection Notice complies with these requirements, this Arbitration Agreement will not apply to that Covered Employee or Applicant. Rejecting this Arbitration Agreement will not affect the Company's or Covered Employee's or Applicant's other rights or responsibilities under any other agreement. Nor will rejecting this Arbitration Agreement affect any other arbitration agreements between the Company and that Covered Employee or Applicant, such as prior arbitration agreements, arbitration provisions in other contracts or in pension or benefit plans.

**(L) Miscellaneous:** Except as specified in Section (H), if any provision of this Arbitration Agreement is determined to be unenforceable, that provision should be severed and the rest of the Arbitration Agreement shall be enforced. This Arbitration Agreement is the complete agreement between the Company and Covered Employees or Applicants regarding arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). If a Covered Employee or Applicant does not opt out under Section (K), this Arbitration Agreement supersedes any prior or contemporaneous oral or written understandings on the subject except for Claims covered by a prior arbitration agreement that are part of pending litigation or arbitration. This Arbitration Agreement is not, and shall not be construed to create, a promise of employment or to vary the at-will status of employment.

**Questions?** Please contact your Human Resources Department or the Company's Legal Department. **ou may also wish to consult an attorney regarding the terms of this Arbitration Agreement**

**Updated and effective as of March 19, 2022**

## Acknowledgement and Receipt of the Arbitration Agreement

I acknowledge that I have received and read a copy of the Arbitration Agreement (the“ Arbitration Agreement”); I understand that, if my employment began before March 19, 2022, the Arbitration Agreement would be retroactive to my first day of work once it becomes effective.

I agree to abide by the terms and conditions of the Arbitration Agreement by signing below. I understand, however, that agreeing to this Arbitration Agreement is not required for employment, and I will not be subject to threats, retaliation, discrimination, or termination if I elect not to sign the Arbitration Agreement.

I also understand that I may opt out of the Arbitration Agreement within 30 days once it takes effect by following the instructions in Section (K) of the Arbitration Agreement.

**By signing below, I acknowledge that I have read and understand the Arbitration Agreement and voluntarily agree to be bound by the Arbitration Agreement:**

Employee’s Name \_\_\_\_\_  
(please print)

Employee’s Signature: \_\_\_\_\_ Date \_\_\_\_\_

Employee Number: \_\_\_\_\_

# RESOURCES

## DAVEY VOICE

Davey Voice Website:

[daveyvoice.ethicspoint.com](http://daveyvoice.ethicspoint.com)

Contact Us by Phone: (844) 916-2751

Mobile Friendly Website:

[daveyvoicemobile.ethicspoint.com](http://daveyvoicemobile.ethicspoint.com)



### THE DAVEY TREE EXPERT COMPANY

Corporate Headquarters  
1500 North Mantua Street  
P.O. Box 5193  
Kent, Ohio 44240-5193  
1.800.445.8733