Policy

Advantage Technical, Hunter Hamilton, and Digital People, collectively "the Company", believes that employees should have opportunities to enjoy time away from work to help balance their lives. We recognize that employees have diverse needs for time off from work. The Company has established this paid time off (PTO) policy in partnership with our clients to meet those needs. PTO may be used for vacation, personal time, appointments, and other personal needs. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves for situations that require time away from work.

Eligibility

PTO accrual begins upon hire or transfer to the Company's division clients.

Waiting Period

New employees are eligible to use PTO accruals in the pay period following completion of 30 days of employment.

Accrual and Payment of PTO

Accruals are based upon regular paid hours up to 2,080 hours per year, excluding overtime. Employees working less than 40 hours per week will earn PTO hours on a prorated basis according to the accrual rate per 40 straight-time hours worked (see table below).

Length of service determines the rate at which an employee accrues PTO. Employees become eligible for the higher accrual rate on the first day of the pay period in which their anniversary date falls. Employees taking an unpaid leave of absence or receiving disability payments do not accrue PTO during that leave.

Years of Service	Max Annual PTO Accrual	Accrual Rate per 40 ST Hours	Max Balance (1× Annual Accrual)
0–1	40 hours	0.77	40 hours
1–2	56 hours	1.08	56 hours
2–3	64 hours	1.23	64 hours
3–4	80 hours	1.54	80 hours
4–5+	120 hours	2.31	120 hours

** The accrual rates above reflect the standard schedule. Specific division programs may offer different accrual amounts; refer to your offer documentation for your applicable rate. Accrual rate increases are at the Company's discretion.*

Carryover and Accrual Cap

Employees may carry over unused PTO from year to year. To encourage regular use of time off and support responsible management of financial obligations, annual carryover of PTO is limited to forty (40) hours, except where a higher carryover amount is required by applicable federal, state, or local law.

Employees may continue to accrue PTO during the year up to a maximum balance equal to their applicable maximum annual PTO accrual based on years of service (see table above). Once an employee's PTO balance reaches the maximum balance, further accrual will pause. Accrual will resume once the employee uses PTO and their balance falls below the maximum balance. Employees do not receive retroactive PTO credit for time worked while at the maximum balance.

Legal Exceptions: The annual carryover limit and accrual cap described above do not apply in California, Colorado, Montana, or Nebraska, as those states prohibit use-it-or-lose-it vacation policies. In those states, accrued PTO carries over in full from year to year; however, accrual will pause once the employee's balance reaches the applicable maximum balance cap. See the state-specific provisions below for details.

Example:
An employee with a maximum annual PTO accrual of 80 hours may accrue up to an 80-hour PTO balance during the year. At the end of the year, the employee may carry over up to 40 hours into the next year unless a higher carryover amount is required by law. Accrual in the new year will continue until the employee again reaches the maximum balance.

Use and Scheduling of PTO

PTO may be taken in increments of one (1) hour. Whenever possible, employees are encouraged to schedule PTO in advance. For foreseeable absences, employees should submit requests at least 14 calendar days prior to the date the time off is to be taken. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures.

Employees must submit paid time off requests to their Company Representative using the Paid Time Off Request Form.

The Company reserves the right to deny or reschedule PTO requests based on business needs.

Employees are responsible for managing their PTO account. To access PTO balances, please refer to your Employee Workplace account.

Payment of PTO

PTO is paid at the employee's straight-time rate. PTO hours are not included in any overtime calculation. Employees may not borrow against their PTO banks; no advance leave will be granted.

Requests to use more than 40 hours of PTO at one time are subject to business needs and require approval from both the client supervisor and the Company.

PTO may not be cashed out during employment. Accrued PTO has no cash value except upon separation in states where applicable law requires a termination payout, as set forth in the State-Specific Provisions section of this policy.

Separation from Employment

Upon separation from employment with the Company for any reason, accrued but unused PTO will be paid out only in states where applicable law requires such payment. In all other states, accrued PTO will not be paid upon separation. The specific payout obligations by state are set forth in the State-Specific Provisions section of this policy.

Employees should be aware that maximizing their PTO balance in states without a mandatory payout requirement means unused PTO will not result in a payment upon separation. Employees are encouraged to use their PTO throughout the year.

State-Specific Provisions

The following provisions supplement or modify the general terms of this policy where required by applicable federal, state or local law. In the event of a conflict between this policy and any applicable law, the provision providing the greater employee protection will govern.

The Company will monitor changes in applicable law and update these provisions as necessary.

Termination Payout — States Where Accrued PTO Must Be Paid at Separation

In the following states, accrued but unused PTO is considered earned wages and must be paid upon separation from employment regardless of the reason for termination. The final payout will be included in the employee's final paycheck or within the timeframe required by applicable state law:

- California — California Labor Code § 227.3
- Colorado — Colorado Wage Claim Act, C.R.S. § 8-4-101
- Illinois — Illinois Wage Payment and Collection Act, 820 ILCS 115
- Massachusetts — Massachusetts Wage Act, M.G.L. c. 149, § 148
- Montana — Montana Wage Payment Act, Mont. Code Ann. § 39-3-205

- Nebraska — Nebraska Wage Payment and Collection Act, Neb. Rev. Stat. § 48-1228 to 48-1234
- North Dakota — North Dakota Century Code § 34-14-09.2

California — Detailed Provisions

Accrued PTO constitutes earned wages under California law and may not be forfeited under any circumstances. The maximum balance cap described in this policy does not apply to employees in California. California employees may accrue PTO without limit, and all accrued, unused PTO carries over from year to year with no annual forfeiture.

All accrued, unused PTO will be paid to California employees upon separation from employment for any reason, in the employee's final paycheck as required by California Labor Code § 227.3.

Colorado — Detailed Provisions

Accrued PTO is considered earned wages under Colorado law and will be paid upon termination. Colorado also prohibits use-it-or-lose-it vacation policies. Accordingly, the annual 40-hour carryover limit in this policy does not apply to Colorado employees. All accrued, unused PTO carries over from year to year. The accrual cap (pausing accrual at the applicable maximum balance) is lawful in Colorado and does apply.

Illinois — Detailed Provisions

Accrued PTO is considered earned wages under Illinois law and will be paid upon termination.

Massachusetts — Detailed Provisions

Accrued PTO is considered earned wages under Massachusetts law and will be paid upon termination.

Montana — Detailed Provisions

Montana law does not require mandatory paid sick leave. Under Montana case law, accrued vacation or PTO earned under an employer's policy constitutes wages and must be paid upon separation from employment. All accrued, unused PTO will be included in the final paycheck for Montana employees. Montana courts have also held that use-it-or-lose-it vacation policies are unenforceable. Accordingly, the annual 40-hour carryover limit in this policy does not apply to Montana employees. All accrued, unused PTO carries over from year to year. The accrual cap (pausing accrual at the applicable maximum balance) does apply.

Nebraska — Detailed Provisions

Nebraska law does not require mandatory paid sick leave; however, earned vacation or PTO constitutes wages under the Nebraska Wage Payment and Collection Act. All accrued, unused PTO will be paid to Nebraska employees upon separation from employment. Nebraska also prohibits use-it-or-lose-it vacation policies. Accordingly, the annual 40-hour carryover limit in this policy does not apply to Nebraska employees. All accrued, unused PTO carries over from year to year. The accrual cap (pausing accrual at the applicable maximum balance) does apply.

North Dakota — Detailed Provisions

Under North Dakota Century Code § 34-14-09, accrued PTO is treated as earned wages when an employer's own policy creates that obligation. Because this policy characterizes PTO as accruing earned time, all accrued, unused PTO will be paid to North Dakota employees in their final paycheck upon separation from employment for any reason.

All Other States

Employees in states not specifically addressed above — including Alabama, Alaska, Arkansas, Delaware, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, New Hampshire, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin, and Wyoming — are governed by the general terms of this policy. Accrued PTO will not be paid upon separation in these states unless otherwise required by a specific written agreement.

This policy will be reviewed and updated as state and local laws change. Employees are encouraged to contact their Company Representative with questions about applicable law in their state.

The Company will not retaliate against any employee for requesting or using PTO in accordance with this policy or applicable law.

Employee Acknowledgment

By signing below, I acknowledge that I have received, read, and understand the Company's Talent Paid Time Off Policy. I agree to comply with its terms and conditions.

Employee Name (Print)	Date
Employee Signature	