

# CLYMER FARNER BARLEY, Inc.

## STANDARD OPERATING PROCEDURES EMPLOYEE HANDBOOK

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REVISION DATE: JANUARY 2021

# CLYMER FARNER BARLEY, Inc.

## Vision Statement

CLYMER FARNER BARLEY, Inc. (CFB) is an innovative, dynamic, customer sensitive engineering, surveying and mapping/GIS company. CFB is driven by committed, motivated, and highly-skilled employees who utilize state-of-the-art technologies and teamwork to deliver the highest quality services and products in a timely manner. CFB offers an environment that encourages the customer participation in the project team in order to promote alignment, attunement, and communication during every step of the project.

## Mission Statement

At CFB, our mission is to achieve an optimum return on our investment in human and capital resources. A teamwork system will be developed and implemented that will streamline the organization, improve efficiency, develop leadership, foster responsible and productive decision making, and lead to individual accountability among the members of the team at CFB.

## Values

At CFB we believe:

- The customer's needs are our priority.
- Our people are our most important resource.
- Our people make responsible and productive decisions, and are willing to be accountable for those decisions.
- Continuous improvement, organizationally and individually, is critical in order to remain on the cutting edge of technology and competition.
- Open, honest, two-way communication is vital to operational efficiency and effectiveness.
- In fostering an environment that stimulates employee creativity and commitment errors can provide opportunities for constructive learning experiences.
- It is important to be aware of, and in compliance with, all regulations.
- Consistently providing our employees with training and development opportunities is a priority.

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## Employee Acknowledgement Form

### EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about CLYMER FARNER BARLEY, Inc., and I understand that I should consult a Company Principal regarding any questions not answered in the handbook. I have entered into my employment relationship with CFB voluntarily and acknowledge that there is no specified length of employment. I understand and agree that, other than a Company Principal, no manager, supervisor or representative of CFB has any authority to enter into any agreement for employment other than at will; only a Company Principal has the authority to make any such agreement and then only in writing signed by the president of CFB.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with CFB. By distributing this handbook, the Company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except for CFB's policy of employment-at-will. All such changes will be communicated through official notices and I understand that revised information may supersede, modify, or eliminate existing policies. Only a Principal of CFB has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at CFB is employment at will, which may be terminated at the will of either CFB or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by CFB or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed):

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EMPLOYEE'S SIGNATURE:

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DATE: \_\_\_\_\_

Revised: January 11, 2021

## Customer Relations

Customers are our organization's most valuable assets. Every employee represents CFB to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of CFB. Positive customer relations not only enhance the public's perception or image of CFB but also pay off in greater customer loyalty.

## Nature of Employment

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook for it will answer many common questions concerning employment with CFB. However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor CFB is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time. In order to retain necessary flexibility in the administration of policies and procedures CFB reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by a Principal of CFB .

## Employment At-Will; No Contract Created by Handbook

The provisions of this Handbook are designed to summarize the policies and procedures that govern the operation of the CFB. As such, this Handbook applies to all employees of CFB and replaces all prior employment policies and practices. Nothing in this Handbook is intended to create a contract of any kind between CFB and the employee. In that regard, it is specifically understood that our employees are hired on an "at-will" basis and as such they or CFB may terminate the employment relationship at any time for any reason, with or without cause.

In accordance with the "at-will" nature of the employment relationship, CFB retains the sole right to exercise all managerial functions, including, but not limited to, the following rights:

- To terminate, assign, supervise, promote and discipline employees;
- To determine and change the size and qualifications of the workforce;

- To establish, change and abolish policies, practices, rules and procedures at will and as necessary;
- To determine and change methods by which its operations are to be carried out;
- To determine and change the nature, location, services rendered and continued operation of the business;
- To assign duties to employees in accordance with CFB's needs and requirements, and carry out all administrative and managerial functions.

Except for the policy of at-will employment, which can only be changed by a Principal, in writing, CFB reserves the right to revise, delete and add to the provisions of this Employee Handbook. Nothing in this Handbook or in any document or statement and nothing implied from any conduct shall limit CFB's or an employee's right to terminate employment at-will. Only a Principal is authorized to modify the Company's at-will employment policy or enter into any agreement contrary to this policy. Any such modification be signed and in writing by the employee and a Principal.

For those individuals who have signed employment contracts with CFB, the terms and conditions of those employment contracts supersede this handbook.

## Employee Relations

CFB believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that CFB demonstrates its commitment to employees by responding effectively to employee concerns.

## Equal Employment Opportunity

CFB is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Company policy prohibits unlawful discrimination based on actual or perceived race, color, religion, gender, age, national origin, disability, veteran status, marital status, pregnancy, sexual orientation, or any other status or condition protected by federal, state, or local laws. This Equal Employment Opportunity policy applies to all policies and procedures relating to recruitment and hiring, compensation, promotion, discipline, benefits, termination and all other terms and conditions of employment. Any violation of the policy will be cause for disciplinary action, up to and including termination.

CFB is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the CFB and prohibits unlawful discrimination by an employee of the CFB, including supervisors and co-workers.

## Business Ethics and Conduct

The successful business operation and reputation of CFB is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of CFB is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to CFB, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

CFB will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action the matter should be discussed openly with your immediate supervisor and, if necessary, with the business manager or principal(s) for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every CFB employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which CFB wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Principals for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of CFB. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refer to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that

could be interpreted to involve unusual gain require specific executive-level approval. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of CFB's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of CFB as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which CFB does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving CFB.

## Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with CFB. All employees will be judged by the same performance standards and will be subject to CFB's scheduling demands, regardless of any existing outside work requirements. If CFB determines that an employee's outside work interferes with performance or the ability to meet the requirements of CFB, as they are modified from time to time and in CFB's sole judgment, the employee may be asked to terminate the outside employment if he or she wishes to remain employed by CFB.

Outside employment that constitutes a conflict of interest, whether actual or perceived by CFB in its sole discretion, is prohibited. Employees may not receive any income or material gain from individuals outside CFB for materials produced or services rendered while performing their job with CFB.

## Non-Disclosure of Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and the success of CFB. Such confidential information includes, but is not limited to, the following examples:

- Customer lists
- Customer preferences
- Financial information of either CFB or its customers
- Pending projects and proposals

- Technological data

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

## Employment Categories

It is the intent of CFB to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and CFB.

Each employee is designated as either "non-exempt" or "exempt" under federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. An employee's classification may be changed only upon written notification by CFB management.

CFB is committed to compliance with the Fair Labor Standards Act ("FLSA") and all regulations interpreting the FLSA. While exempt employees are generally entitled to their full salary regardless of the actual hours worked, and exempt employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. Certain deductions from an exempt employee's salary are permitted, such as, but not limited to, personal absences of a day or more, leave under the Family and Medical Leave Act, or deductions for disciplinary suspensions of a full day or more imposed in good faith for infractions of workplace conduct rules or safety violations of major significance. All pay deductions for exempt employees must be authorized by a Principal. Pay deductions not permitted by the FLSA are strictly prohibited. If any exempt employee believes that a deduction is improper, he/she should immediately notify a Principal. CFB will promptly investigate any reports of improper salary reductions and if an investigation reveals a salary reduced in error, the Company will reimburse the employee for any improper reductions and will take such measures as may be reasonable and prudent to prevent improper deductions in the future. No overtime will be paid to exempt employees.

## Non-Exempt Employees (Hourly Employees)

All employees who are not identified as exempt are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime. Only management has the ability to authorize overtime. Failure to follow this procedure may result in disciplinary action, up to and including termination.

When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek. Unless pre-approved by your supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform

any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are strictly prohibited from performing any "off-the-clock" work. "Off-the clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. Any employee that is scheduled in multiple departments during a day must insure to be clocked in under the appropriate department per the department schedule. Failure to do so will result in disciplinary action, up to and including termination.

Absent extenuating circumstances and consistent with state and federal law, non-exempt employees are not permitted to "work-from-home" or "telework" unless previously authorized, in writing, by your project manager. If an employee is permitted to work-from-home, the employee must accurately record all hours worked, consistent with CFB's Timekeeping Policy. Failure to obtain advance approval will result in disciplinary action, up to and including termination.

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

REGULAR FULL-TIME: employees are those who are not in a temporary or introductory status and who are regularly scheduled to work CFB's full-time schedule. Generally, they are eligible for CFB's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME: employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of CFB's other benefit programs.

TEMPORARY: employees are those who are hired as interim replacements, 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. 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—such as workers' compensation insurance and Social Security—they are ineligible for all of CFB's other benefit programs.

## Employment Reference Checks

Employment reference checks to ensure that individuals who join CFB are well qualified and have strong potential to be productive and successful. It is the policy of CFB to check the employment references of applicants.

## Employee's Requesting References

The Business Manager will only respond in writing to those reference check inquiries that are submitted in writing. Responses to such inquiries will only confirm the dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## Personnel Data Changes

It is the responsibility of each employee to promptly notify CFB of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, please notify the Business Manager.

## Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. CFB uses this period to evaluate employee capabilities, work habits, and overall performance. Pursuant to CFB's At-Will Policy, explained above, either the employee or CFB may end the employment relationship at-will, at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If CFB determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter the regular employment classification. Satisfactory completion of the introductory period does not modify the At-Will policy. During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other CFB-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

## Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written/verbal performance evaluation may be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional 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.

## Job Descriptions

CFB makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

CFB maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The Principals, Business Manager, and the Hiring Manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Business Manager if you have any questions or concerns about your job description.

## Employee Benefits

Eligible employees at CFB are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Our Business Manager can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- 401(k) Savings Plan
- Health Insurance
- Holidays
- Jury Duty Leave
- Vacation Benefits
- Long-Term Disability

## Paid Time Off

Additional PTO hours may be awarded by the Principals in their sole discretion

### PAID TIME OFF (PTO) ACCRUAL RATES

<b>EMPLOYEE CLASSIFICATION</b>	<b>TIME EMPLOYED (YEARS OF SERVICE)</b>	<b>MINIMUM HOURS</b>
<i>ENGINEER, P.E.</i>	1 - 3	128 HOURS
	4 & BEYOND	168 HOURS
<i>PROF. SURVEYOR</i>	1 - 3	128 HOURS
	4 & BEYOND	168 HOURS
<i>ENGINEER INTERN</i>	1 - 5	128 HOURS
	6 & BEYOND	168 HOURS
<i>ENGINEER/SURVEY DESIGNER/TECH</i>	1 - 5	128 HOURS
	6 & BEYOND	168 HOURS
<i>ENGINEER TECH</i>	1 & BEYOND	88 HOURS
<i>PARTY CHIEF</i>	1 - 5	128 HOURS
	6 & BEYOND	168 HOURS
<i>INSTRUMENT MAN</i>	1 & BEYOND	128 HOURS

<i>ROD MAN</i>	1 & BEYOND	88 HOURS
<i>CLERICAL</i>	1 - 6	88 HOURS
	7 & BEYOND	128 HOURS
<i>ADMIN/ACCOUNTING.</i>	1 - 5	128 HOURS
	6 & BEYOND	168 HOURS

### Paid Time Off

Once employees enter an eligible employment classification (30 or more hours per pay period—full time classification) they begin to earn Paid Time Off (PTO) according to the schedule above. Employees can request use of PTO time after 90 days of full-time employment.

PTO can be used in minimum increments of one hour. To utilize PTO, employees should request advance approval from their supervisors. A maximum of 80 hours (2 weeks) may be taken at one time, without prior approval by a Principal. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

PTO is paid at the employee’s base pay rate at the time of use. It does not include overtime or any special forms of compensation such as incentives, bonuses, or allowances.

Employees are encouraged to use available PTO for illness, rest, relaxation, and personal pursuits. In the event that available PTO is not used by the end of the benefit year, employees will be allowed to roll a maximum of 80 hours over into the next year’s benefit period.

Employees will be allowed to cash in, up to one-half (1/2) your accrued time or 40 hours once per year, whichever is less.

Upon termination of employment, employees will be paid for unused PTO that has been earned through the last full week of work. If an employee terminates their job and gives a two-week notice, then all hours up to 128 will be paid out at 100%; hours in excess of 128 will be paid out at a rate of 50%.

If an employee terminates their job with a negative PTO balance, the amount figured at current hourly rate, will be deducted from their final check.

## Holidays

CFB will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)

CFB will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

## Workers' Compensation Insurance

CFB provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period. If the employee is hospitalized benefits will be applied immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither CFB nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by CFB.

## Time Off to Vote

CFB encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, CFB will grant up to two (2) hours of paid time off to vote. Employees should request time off to vote from their supervisor at least two (2) working days prior to the Election Day.

Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work day, whichever provides the least disruption to the normal work schedule.

## Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) days of paid bereavement leave will be provided to full time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives or bonuses.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

CFB defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

## Jury Duty

CFB encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full—time employees who have completed a minimum of one (1) year of service in an eligible classification may request up to one (1) week of paid jury duty leave over any one (1) year period; otherwise, this leave will be unpaid. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, Paid Time Off benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

CFB will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

## Witness Duty

CFB encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by CFB, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of eight (8) hours of paid time off to appear in court as a witness at the request of a party other than CFB. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (Paid Time Off) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

## Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CFB's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at CFB's group rates plus an administration fee. CFB provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under CFB's health insurance plan. The notice contains important information about the employee's rights and obligations.

## Health Insurance

CFB's health insurance plan provides employees and their dependents access to medical insurance benefits. Full-time employees in the following employment classifications are eligible to participate in the health insurance plan:

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between CFB and the insurance carrier. A change in employment classification that would result

in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under COBRA. Refer to the COBRA policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (“SPD”). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Benefits Manager for more information about health insurance benefits.

## 401(k) Savings Plan

CFB has established a 401(k) savings plan to provide employees the potential for future financial security for retirement.

To be eligible to join the 401(k) savings plan, you must complete twelve (12) months of service and be 21 years of age or older. You may join the plan only during open enrollment periods. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The 401(k) savings plan allows you to elect how much salary you want to contribute so you can tailor your own retirement package to meet your individual needs.

Because your contribution to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) savings plan are described in the Summary Plan Description available to eligible employees. Contact the Benefits Manager for more information about the 401(k) plan.

## Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require CFB to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. All employees must accurately record the time they begin and end their work, and where applicable, the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Timesheets are to be submitted by 9:00 AM each Wednesday with the correct project number/task number and description of work properly noted.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

## Paydays

All employees are paid weekly on Thursdays. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee may receive his or her earned wages before departing for vacation if a written request is submitted at least one (1) week prior to departing for vacation.

Subject to change by Principals:

Pay periods begin on Wednesday and run until the following Tuesday. Paychecks are processed Thursday after 1:00 P.M. via direct deposit.

## Employment Termination

Unfortunately, termination of employment, in one form or another, is part of personnel activity within any organization. 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
- Layoff: involuntary employment termination initiated by the organization for non-disciplinary reasons

CFB will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to CFB, or return of CFB-owned property. Suggestions, complaints, and questions can also be voiced. Since employment with CFB is based on mutual consent, both the employee and CFB have the right to terminate employment at will, with or without cause, at any time, as explained more thoroughly in the At-Will policy. Employees will receive their final pay in accordance with applicable state law. Employee benefits will be affected by employment termination in the following manner: all accrued, vested benefits that are due and payable at termination will be paid; some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## Work Schedule

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending work schedule times, as well as variations in the total hours that may be scheduled each day and week.

## Overtime

CFB complies with all federal, state, and local laws regarding overtime. Overtime for non-exempt employees is considered in excess of forty hours in a given workweek. CFB seeks to avoid unnecessary overtime through the efficient arrangement of schedules and projects. Any form of overtime must have authorization by project managers of CFB prior to being undertaken. Under no circumstances will an employee work overtime that has not been previously authorized by your supervisor. You must report any unauthorized overtime to your supervisor. Failure to obtain authorization to work overtime shall result in discipline up to and including termination.

Overtime hours shall be approved based upon a demonstrated need to meet a client's scheduled deadline. Overtime shall be limited to a maximum of ten (10) hours per week, unless client's needs demand otherwise.

Full and part-time hourly employees will be compensated for time actually worked beyond the 40 (forty) hour work week. Please note that you may not use your PTO/HOLIDAY hours to complete these 40 (forty) hours.

## Use of Equipment and Vehicles

CFB equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using CFB property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any CFB equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of CFB equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

All employees granted the use of a CFB vehicle will be responsible for routine maintenance, oil changes and services. CFB shall pay for routine services and mechanical maintenance.

Routine vehicle cleanings/washings shall be the employee's responsibility. CFB expects each employee granted the use of a CFB vehicle to keep it clean. CFB shall pay for each company vehicle to be detailed no more than two (2) times per year.

No one other than a CFB employee who is currently listed as an approved driver may under any circumstance operate a CFB vehicle.

All vehicle maintenance expenses that may run over (\$100.00) one hundred dollars must be approved by the Business Manager prior to the expenditure.

#### Personal Vehicle Use Information:

Employees who use personal cars for company business will be reimbursed at fifty-seven and a half (57.5) cents per mile or, if a CFB credit card is used for fuel, thirty-five (35)cents per mile.

## Business Travel Expenses

CFB will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by a Principal.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by CFB. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their Business Manager or Immediate Supervisor. Vehicles owned, leased, or rented by CFB may not be used for personal use without prior approval by a Principal.

Employees must submit completed travel expense reports within (14) fourteen days of completed travel. Reports should be accompanied by receipts for all individual expenses. Failure to complete an expense report may result in the denial of reimbursement.

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

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

## Computer and E-mail Usage

Computers, computer files, the e-mail system, and software furnished to employees are CFB property intended for business use only. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored. Accordingly, employees have no reasonable right to privacy while using CFB computers, computer files, e-mail system, or software.

CFB strives to maintain a workplace that is free of harassment and sensitive to the diversity of its employees. Therefore, CFB prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

CFB purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, CFB does not have the right to reproduce such software for use on more than one (1) computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. CFB prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, the System Administrator or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## Electronic Communication and Internet Use

The following guidelines have been established for using the internet, company-provided computers, cell phones, and e-mail in an appropriate, ethical, and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing, or pornographic nature.
- The following actions are forbidden: threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees; creating, viewing, or displaying materials that create or tend to create a hostile work environment or could constitute sexual or other forms of harassment; and violating any state or federal law with respect to computer crimes, such as piracy, software cracking, extortion, blackmail, and unlawful access into secure computers and company-provided equipment such as cell phones and laptops.

- Respect all copyright and other intellectual property laws. For CFB’s protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property—including CFB own copyrights, trademarks, and brands.
- Employees should not use the system in a way that disrupts its use by others. Employees must not send or receive large files.
- Employees should not open suspicious e-mails, pop-ups, or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records which are considered to be CFB property and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside CFB. The unauthorized deletion of CFB e-mail is considered destruction of CFB property.
- Because outside disks may contain viruses, employees are not permitted to introduce personal disks or copy software or data in any form onto any CFB computer. Any employee who introduces a virus into CFB system via use of personal software or data will be held responsible for such action including the costs of such repairs.

## Right to Monitor

All company-supplied technology and company-related work records belong to CFB and not to the employee. CFB routinely monitors use of company-supplied technology for management purposes such as network testing, evaluating business needs, and investigating violation of law or the Handbook. As such, there is no expectation of privacy on any company-provided equipment, except as may be provided by law.

## Social Media-Acceptable Use

**Know and Follow the Rules:** Carefully read these guidelines to ensure your posting are consistent with CFB policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination of employment.

**Be Respectful:** Always be fair and courteous to fellow employees, clients, suppliers, and people who work on behalf of CFB. Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage clients, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, religion, color, genetic information, sex, sexual orientation, gender identity, age, national origin, disability, veteran status, or any other characteristic protected by applicable federal or state law or CFB policy.

**Be Honest and Accurate:** Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about CFB, fellow employees, clients, suppliers, people working on behalf of CFB, or competitors.

**Post Appropriate and Respectful Content:**

- Maintain the confidentiality of CFB trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, knowhow, and technology.
- Respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others that they may buy or sell stocks or securities.
- Do not create a link from your blog, website, or other social networking site to the CFB website without identifying yourself as a CFB employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for CFB. You are expressly notified that you do not have the authority or capacity to represent CFB in any medium of Social Media. Do not infringe on CFB logos, brand names, taglines, slogans, or other trademarks. If CFB is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of CFB, fellow associates, clients, suppliers, or people working on behalf of CFB. If you do publish a blog or post online related to the work you do or subject associated with CFB, make it clear that you are not speaking on behalf of CFB. It is best to include a disclaimer such as: *“The opinions expressed on this site are my own and do not necessarily represent the views of CFB.”*

## Workplace Monitoring

Workplace monitoring may be conducted by CFB to ensure quality control, employee safety, security, and customer satisfaction. Computers furnished to employees are the property of CFB. As such, computer usage and files may be monitored or accessed.

CFB is sensitive to the legitimate privacy rights of employees. Therefore, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

## Cell Phone Usage

CFB provides cellular telephone allowances to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others

with whom they may conduct business. Cell phone use is primarily intended for business-related calls. However, occasional, brief personal use is permitted within a reasonable limit.

As a CFB representative, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

## Non-FMLA Medical Leave of Absence

CFB provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability, consistent with state and federal law. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility, as well as continuing treatment by a health care provider.

Full time eligible employees may request medical leave only after having completed (90) ninety days calendar days of service, absent extenuating circumstances, consistent with state and federal law. Exceptions to the service requirement will be considered to accommodate disabilities. Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events, or as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to CFB. Employees returning from medical leave must submit a health care provider's verification of their fitness in order to return to work.

Eligible employees are normally granted leave for the period of the disability, usually up to 12 weeks within any 12-month period, absent extenuating circumstances, consistent with state and federal law. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued PTO before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will continue to be provided by CFB. When the employee returns from medical leave, benefits will again be provided by CFB according to the applicable plans. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide CFB with at least two (2) weeks advance notice of the date the employee intends to return to work. When a medical leave ends the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, CFB will assume that the employee has resigned.

## Family and Medical Leave

CFB makes available various types of leave in accordance with the requirements of the Family and Medical Leave Act (FMLA).

### Basic Leave

For eligible employees, up to 12 weeks of leave, in a 12-month period, is available for one or more of the following purposes:

- For the birth and care of a newborn child of the employee;
- For the care and/or placement of a child for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition; a child, for purposes of this policy, includes an individual who is either (1) under the age of 18 or (2) older than 18 but incapable of self-care because of a physical or mental disability;
- For your own serious health condition.

The 12-month period is measured on a “rolling” basis, backward from the date leave is to commence.

### Qualifying Exigency Leave

For eligible employees, up to 12 weeks of leave, in a 12-month period, is available for an eligible employee where the employee’s spouse, son, daughter or parent is on “covered active duty” and leave is needed for a “qualifying exigency.” Covered Active Duty includes: (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.

A "qualifying exigency" is:

- (a) Short notice deployment;
- (b) Military events and related activities;
- (c) Childcare and school activities;
- (d) Counseling;
- (e) Parental care;
- (f) For the purpose of making financial and legal arrangements;
- (g) Rest and recuperation (limited to 15 days for each instance);

- (h) Post-deployment activities; and/or,
- (i) Additional qualifying activities

The “rolling” method used for measuring “Basic Leave” is also used to measure the 12-month period for “Qualifying Exigency Leave.”

#### Covered Servicemember Care Leave

Leave is available for an eligible employee to care for a spouse, child, parent or next-of-kin who:

- (1) is a current member of the Armed Forces or a member of the Armed Forces who is on the temporary disability list, and who has a “serious injury or illness” for which he or she is undergoing medical treatment, recuperation, or therapy; or, otherwise in outpatient status; or, otherwise on the temporary disability retired list, or
- (2) is a veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, for a “serious injury or illness” and who was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran is undergoing the medical treatment, recuperation, or therapy.

For purposes of this section the following definitions apply:

- (1) the term “Armed Forces” includes Armed Forces, National Guard, and Reserves.
- (2) the term “serious injury or illness” means:
  - (a) For current members of Armed Forces – an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that renders the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.
  - (b) For veterans of the Armed Forces – (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; (iii) a physical or mental condition that substantially impairs the

covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

- (3) Next-of-kin of a covered servicemember is the nearest blood relative other than the covered servicemember's spouse, son, or daughter, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

For Covered Servicemember Care leave only, an employee is entitled to 26 workweeks of leave during any single 12-month period measured on a "rolling forward" basis. Servicemember Care leave measured on a rolling forward basis will be measured using the 12-month period forward from the date of the employee's first instance of Servicemember Care leave.

#### Eligibility

Even in circumstances that would otherwise qualify for FMLA leave, an employee is not eligible for FMLA leave unless he or she: (1) has a cumulative (not necessarily continuous) 12 months of prior service; (2) has worked at least 1250 hours during the 12 months immediately preceding the date on which the FMLA leave would commence; and, (3) works at a location where at least 50 employees are employed within a 75-mile radius.

#### Intermittent Leave

You may take leave intermittently for certain qualifying reasons, as blocks of time off or in the form of reducing your normal weekly or daily schedule. If you need leave intermittently or on a reduced-leave schedule for planned medical treatment, it is your obligation to schedule the treatment so as not to unduly disrupt the Company's operations. Further, intermittent leave or leave on a reduced-leave schedule must be medically necessary due to a serious health condition or a serious injury or illness, except in the case of intermittent leave for a Qualifying Exigency. Intermittent leave for the birth of a child or placement of a child for adoption or foster care is only permitted upon the approval of management and Human Resources.

#### Giving Notice of the Need for Leave

Absent extenuating circumstances, an employee must provide the Company with at least 30 days' advance written notice before FMLA leave is to begin. Your failure to do so may cause delay or denial of leave.

If the need for leave is unforeseeable, then you must provide notice to the Company as soon as practicable under the facts and circumstances of your particular situation. For unforeseen leave, you must follow the normal procedure for contacting your supervisor to report an absence.

#### Eligibility Notice

The Company will generally notify you within 5 business days of receipt of your request for FMLA leave of your eligibility to take Family and Medical Leave. If you are not eligible, the Company will tell you why.

#### Providing Evidence of Need for Leave

Human Resources may request additional information to assist the Company in determining whether an employee qualifies for leave under the FMLA. In most cases, the Company will request that the employee provide additional information regarding certification of the leave by providing the employee with a Certification form, specific to the type of leave the employee is requesting, to be completed and returned to the Company. Certification forms and any other requested documentation must be returned to the Company within 15 days of the Company's request for Certification (absent extenuating circumstances).

#### Designation of Leave

Human Resources generally will notify you in writing of whether your leave request is approved within 5 business days after you have submitted the appropriate Certification form and/or the Company has sufficient information to determine whether the leave requested is FMLA covered.

#### Intent to Return to Work from FMLA Leave

Consistent with the manner in which the Company addresses other types of medical and personal leave, the Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. If circumstances change during your leave such that you no longer have a condition or circumstance that qualifies for FMLA leave, you are required to promptly notify the Company.

#### Pay During Leave

FMLA leave is generally unpaid. However, if you have accrued but unused Paid Time Off (PTO), the Company requires you to use your PTO while taking FMLA leave. In other words, on commencing FMLA leave, you are required to simultaneously take any paid leave for which you are eligible, including vacation time. Once paid leave is exhausted, you will go on unpaid leave. Both paid and unpaid leave count towards the 12- or 26week (in the case of Covered Servicemember Care Leave) limit. The terms of this paragraph may differ if you are eligible for some other form of leave payment, such as pay under a short term or long term disability plan, or workers' compensation.

## Benefits During Leave

If you are participating in our group health plan at the time leave commences, you will be permitted to continue coverage for the duration of FMLA leave, but only if you continue to pay your share of premiums. For so long as your FMLA leave is paid leave, the Company will continue to deduct your share of premiums from your pay. For unpaid FMLA leave, you are responsible for making arrangements to pay your share of premiums. Should you fall more than thirty (30) days behind in doing so, your coverage may be canceled. In addition, should you fail to return to work at the expiration of your leave, under certain conditions, the Company is entitled to recover any premiums it paid on your behalf in order to maintain your coverage during FMLA leave.

*While using vacation time and FMLA leave concurrently, employees will continue to accrue vacation benefits at the regular accrual rate. However, once an employee exhausts their accrued PTO time, the employee will not continue to accrue vacation benefits while on unpaid FMLA leave or FMLA leave supplemented by any short term disability plan, long term disability plan, and/or any other supplemental income plan.*

## Return from Leave

In most cases, an employee will have an opportunity to be restored to his or her same position or an equivalent position upon completion of FMLA leave. However, your rights will not be greater than they would have been in the absence of the leave, so there may be circumstances where an employee will not be reinstated. Also, the Company reserves the right not to reinstate a “key” employee if reinstatement would cause substantial economic harm to our business. Key employees are generally those in the top 10% of compensation.

### Return from Leave: Fitness-For-Duty Certification

Any employee who takes leave for the employee’s own serious health condition will be required, as a condition of restoration, to obtain and provide certification that the employee is able to resume work and is able to perform the essential functions of his or her job. The cost of the Fitness-for-Duty Certification is paid by the employee. The Company may delay or deny restoration to employment if a Fitness-for-Duty Certification is not provided. The Company will request a Fitness-for-Duty Certification for leave taken on an intermittent or reduced-leave schedule basis 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 leave.

### Taking More than the Allowed Leave

If an employee fails to return to work at the end of an approved leave of absence, including any approved extension of the leave, the employee’s absences will be treated the same as any other non-FMLA absence. This means, for example, that unexcused absences or failure to provide proper notice of absences may result in disciplinary action up to and including termination of employment.

## Employee Rights and Responsibilities

The Department of Labor has prepared a summary of an Employee's Rights and Responsibilities under the FMLA. This summary has been attached to this policy for your review and reference.

## Domestic Violence Leave

Under Florida Law, employees who have worked with CFB for three months or longer are eligible for up to three (3) days of unpaid leave in any twelve (12) month period for activity connected with domestic violence. This leave will run concurrent with any available paid time off. Such activities include:

- seeking an injunction for protection against domestic violence, repeat or sexual violence;
- obtaining medical care and/or mental health counseling for the employee or a family or household member to address injuries resulting from domestic violence;
- obtaining services from victims services organizations;
- making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator;
- seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence.

“Family or household Member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as a family or who have resided together as a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit. You will need to provide as much notice as possible along with sufficient documentation (*i.e.*, copies of restraining orders, police reports).

Employees seeking to take domestic violence leave must provide a Principle with three days' notice prior to taking the leaving, unless the employee is prevented from doing so because of imminent danger to the health or safety of the employee or a family member. CFB will keep confidential all information relating to leave for domestic violence. CFB will not retaliate against employees for requesting or taking domestic violence leave.

## Military Leave

CFB is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of

the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact a Principal.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact a Principal to request leave as soon as they are aware of the need for leave

## Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, CFB expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable 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:

- Theft or inappropriate removal or possession of CFB property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating CFB-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules

- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, consistent with state and federal law
- Excessive absenteeism or any absence without notice, consistent
- Unauthorized absence from work station during the workday, absent extenuating circumstances, consistent with state and federal law
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct

Employment with CFB is at the mutual consent of CFB and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## Drug and Alcohol Policy

### Purpose

In compliance with the Drug-Free Workplace Act of 1990, CFB has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of CFB employees and to the security of the company's equipment and facilities. For these reasons, CFB is committed to the elimination of drug and alcohol use and abuse in the workplace.

### Scope

This policy applies to all employees and applicants for employment of CFB. The human resource (HR) department is responsible for policy administration.

### Employee Assistance

CFB will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this CFB policy. Such employees will be allowed to use their accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees should, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

### Work Rules

1. Whenever employees are working, are operating any CFB vehicle, are present on CFB premises or are conducting company-related work offsite, they are prohibited from:
  - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
  - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. CFB will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### Required Testing

#### Pre-employment

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

#### Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. CFB's Business Manager or Employee's Project Manager should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).

- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and can result in immediate termination of employment

#### Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, CFB may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by CFB for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

## Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

## Inspections

CFB reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

## Enforcement

The Business Manager/HR director is responsible for policy interpretation, administration and enforcement.

## Smoke-Free Workplace

It is the policy of CFB to prohibit smoking on all CFB premises in order to provide and maintain a safe and healthy environment for all employees as required by the "Florida Clean Indoor Air Act" (F.S. § 386.201 et seq.) and other related applicable state laws which prohibit smoking in all enclosed areas within places of employment and public places. Tobacco use is prohibited during working hours and is permitted only during rest and meal breaks and then only in designated outside areas. The law defines smoking as the "inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product." The use of e-cigarettes and/or vaping is prohibited under the CFB Smoke-Free Workplace policy other than in outdoor, designated smoking areas.

Except as otherwise provide herein, the Smoke-Free Workplace Policy applies to:

- All areas of company buildings
- All Company-sponsored off-site events, conferences and meetings
- All vehicles owned or leased by CFB
- All visitors to CFB
- All contractors and consultants and/or their employees working on CFB premises • All employees and student interns

Smoking is permitted in designated outdoor smoking areas only.

Employees who violate the smoking policy will be subject to disciplinary action. CFB will not discriminate or retaliate against any individual for making a complaint regarding a violation of the Act or for cooperating with an investigation regarding a violation of the Act.

## Sexual and Other Unlawful Harassment

CFB is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering; making sexual gestures; or displaying of sexually suggestive objects, pictures, cartoons, or posters
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, or invitations
- Physical conduct that includes touching, assaulting, or impeding or blocking movements

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

## Complaint Procedure

Any employee who feels that he or she has been unlawfully discriminated against or harassed based upon his or her race, age, color, religion, sex, pregnancy, marital status, national origin, disability or handicap, veteran's status, genetic information, or any other characteristic protected by law should immediately report the matter in writing to your supervisor. If the alleged discriminator or harasser is your direct supervisor, or if you would feel uncomfortable bringing it to your supervisors attention, you may report it to Allen Adams.

Every complaint of discrimination or harassment that is reported in accordance with this policy will be investigated thoroughly, promptly, and impartially.

CFB has a compelling interest in protecting the integrity of its investigations. In every investigation, the Company has a strong desire to protect witnesses from harassment, intimidation, and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Company may decide, in some circumstances, that in order to achieve these objectives, we must maintain the investigation and our role in it in strict confidence. If the Company reasonably imposes such a requirement and an employee does not maintain such confidentiality, that employee may be subject to disciplinary action, up to and including termination.

The purpose of this provision is to encourage the reporting of any incidents of perceived discrimination and harassment, to enable the Company to promptly end any discrimination or harassment, to protect the confidentiality of the employee who raises a complaint, and to protect the reputation of any employee wrongfully charged with discrimination or harassment.

If discrimination and/ or harassment is established, CFB will discipline the offender, and take other necessary action designed to stop the harassment immediately and prevent its recurrence. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending on the circumstances. With regard to acts of harassment by customers, vendors and other nonemployees, corrective action will be taken after consultation with the appropriate management personnel.

## Retaliation

The Company will not tolerate retaliation, coercion, intimidation, interference, discrimination, or harassment of or against any employee for making a good faith complaint of discrimination or harassment, for providing information related to such a complaint, or for assisting with such an investigation. An employee who believes they have been retaliated against as a result of making a complaint or otherwise assisting with an investigation should report this immediately to their supervisor. The registering of a complaint will in no way be used against the employee, nor will it ever have an adverse impact on the individual's employment status.

## Attendance and Punctuality

To maintain a safe and productive work environment, CFB expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on CFB. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. Absent extenuating circumstances and consistent with state and federal laws, an employee who is absent for two (2) consecutive scheduled work days without prior permission or notification to CFB will be presumed to have voluntarily quit and will be removed from the payroll.

## Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image CFB presents to customers and visitors.

During business hours or when representing CFB, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom according to the requirements of the held position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. When necessary, reasonable accommodation may be made to a person with a disability. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards
- Mustaches and beards must be clean, well-trimmed, and neat
- Hairstyles are expected to be in good taste

## Return of Property

Employees are responsible for all CFB property, materials, or written information issued to them or in their possession or control. Employees must return all CFB property immediately upon request or upon termination of employment. All keys must be returned before final paycheck is issued.

## Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with CFB. Although advance notice is not required, CFB requests at least (2) two weeks written notice of resignation from nonexempt employees and (4) four weeks' notice from exempt employees. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

## Solicitation

CFB prohibits solicitation by employees in working areas during working hours, including, but not limited to: solicitation made for raffles, fundraising, product sales, memberships, contests or subscriptions, surveys, causes, organizations, or other outside interests.

Employees are also strictly prohibited from distributing, posting, or circulating literature or materials of any kind while on work time or on company property or worksites. Work time does not include break periods, meal periods, or other specified non-work periods during which employees are not expected to perform their assigned duties

## Progressive Discipline

The purpose of this policy is to state CFB's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

CFB's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. Although employment with CFB is based on mutual consent and both the employee and CFB have the right to terminate employment at will, with or without cause or advance notice, CFB may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps—verbal warning, written warning, suspension with or without pay, or termination of employment—depending on the severity of the problem and the number of occurrences. There may be circumstances when one (1) or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

CFB recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or termination of employment.

## Problem Resolution

CFB is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from CFB supervisors and management.

CFB strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with CFB or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

- Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Business Manager or any other member of management.
- Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
- Employee presents problem to Business Manager if problem is unresolved.

- Business Manager counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Principal for review of problem.
- Employee presents problem to Principal in writing.
- Principal reviews and considers problem. Principal informs employee of decision and forwards copy of written response to Business Manager for employee's file. The Principal has full authority to make any adjustment deemed appropriate to resolve the problem.

Nothing in this section is meant to limit or restrict an employee's Section 7 rights under the NLRA.

## Workplace Etiquette

CFB strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes, issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. CFB encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment. Please contact the Business Manager if you have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.
- Refrain from using inappropriate language (swearing) that others may overhear.
- Monitor the volume when listening to music, voice mail, etc.

## NOTES