



# Employee Handbook

## **Custom Fence & Masonry, Inc.**

### **EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT**

I have received a copy of the Custom Fence & Masonry, Inc. (CFM) Employee Handbook. I will read the Handbook and follow the policies in it.

This Employee Handbook is an important document intended to help you become acquainted with the Company. This handbook will serve as a guide and is not the final word in all cases. Individual circumstances may call for individual attention and/or treatment. This handbook does not constitute a contract of employment. Employment with Company is for no specified duration/term and may be terminated by you or Company at any time with or without cause.

Because the general business atmospheres of the Company and economic conditions are always changing, the contents of this handbook may be changed at any time at the full and unfettered discretion of the Company.

I understand that both you and I are free to terminate my employment at any time, with or without cause or advance notice, and without compensation except for time actually worked, unless otherwise provided in a formal written Employment Contract signed by the Company's CEO.

If I'm mistakenly overpaid, you may deduct the overage from my later paychecks. At the time my employment with you ends, you may deduct from my final paycheck any amounts I then owe to you, including any paid time off (e.g., vacation or sick leave) that I may have used in excess of the accrued amounts available to me.

The Company directs the employee's attention to the introductory sections in the handbook titled "About Our Policies" and "Employment at Will". Those sections contain important statements about the handbook and our policies. Employee acknowledges having read those statements.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Please Print)

**Please sign and date this receipt and acknowledgment form and return to the Director of HR.**

## Confidentiality & Non-Disclosure Agreement

Employee agrees that all records and Confidential Information obtained by Employee as a result of Employee's employment with Custom Fence & Masonry, Inc. (CFM) and/or any affiliate company, whether original, duplicated, computerized, memorized, handwritten or in any other form, and all information contained therein, are confidential and the sole and exclusive property of CFM and/or the respective affiliate company. During Employee's employment and thereafter, Employee will not use Confidential Information or remove any such records from the offices of the Company except for the sole purpose of conducting business on behalf of the Company. Employee further agrees that during Employee's employment and thereafter, Employee will not divulge or disclose this Confidential Information to any third party and under no circumstances will Employee reveal or permit this information to become known by any competitor of CFM or any affiliate company.

"Confidential Information" means information concerning CFM and/or any affiliate company business, which is not generally known to the public, including, without limitation, trade secrets, and information concerning Company business, operations, processes, products, inventions, business practices, databases and information contained therein, its wage rates, margins, mark-ups, finances, banking, books, records, contracts, agreements, research, know how, market strategies, business plans, vendors, suppliers, customers, potential customers, employees, applicants, marketing methods, costs, prices, price structures, methods for calculating and/or determining prices, contractual relationships, business relationships, compensation paid to employees and/or other terms of employment, employee evaluations, and/or employee skill sets. Confidential Information shall not include any portion of the foregoing which (a) is or becomes generally available to the public in any manner or form through no fault of Employee, or (b) is approved for Employee's disclosure or use through the express written consent of the respective Sr. Leader of the Company.

I have received a copy of the Confidentiality and Non-Disclosure Agreement and acknowledge my understanding of the policy outlined above by signing below.

\_\_\_\_\_  
Employee Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**Please sign and date this receipt and acknowledgment form and return to the Director of HR.**

# **EMPLOYEE HANDBOOK**

## **TABLE OF CONTENTS**

1. INTRODUCTION
  - 1.1 About Our Policies
  - 1.2 Employment at Will
2. EQUAL EMPLOYMENT POLICIES
  - 2.1 Equal Employment Opportunity
  - 2.2 Employees with Disabilities
  - 2.3 Non-harassment Policy
  - 2.4 Workplace Violence
  - 2.5 Accommodation for Religious Practices
  - 2.6 Whistleblower Policy
3. EMPLOYMENT STATUS
  - 3.1 Employee Classifications
  - 3.2 Work Hours
  - 3.3 Benefits Qualification
  - 3.4 Orientation Programs
  - 3.5 Performance Reviews
  - 3.6 Corrective Action
  - 3.7 Separation from Employment
  - 3.8 Personnel Records
  - 3.9 Changes of Status
  - 3.10 Employment Verifications and References
4. RECRUITMENT AND SELECTION

- 4.1 Employee Eligibility
  - 4.2 Employment of Relatives
  - 4.3 Background Checks
- 5. COMPENSATION AND BENEFITS
  - 5.1 Time Keeping and Overtime
  - 5.2 Payroll
  - 5.3 Pay Administration
  - 5.4 Other Compensation
  - 5.5 Holidays
  - 5.6 Inclement Weather
  - 5.7 Personal Time Off
  - 5.8 Employee Benefit Plans
  - 5.9 Expense Reimbursement
- 6. LEAVES OF ABSENCE
  - 6.1 Washington Paid Family and Medical Leave Act
  - 6.2 Maternity Leave
  - 6.3 Other Leaves
  - 6.4 Requests for Leave
  - 6.5 Continuation of Benefits During Leave
  - 6.6 Returning from Leave
- 7. STANDARDS OF CONDUCT
  - 7.1 General Rules
  - 7.2 Confidential Information
  - 7.3 Telephones, Computers, Other Company Equipment, Supplies, Etc.
  - 7.4 Public Media, Including Internet Web Sites and Blogs
  - 7.5 Conflict of Interest

- 7.6 CFM's Right to Search
- 7.7 No Solicitation and No Distribution
- 7.8 Attendance and Punctuality
- 7.9 Personal Appearance
- 7.10 Drug Free Workplace
- 7.11 Substance Abuse
- 7.12 Smoke Free Workplace
- 7.13 Life Threatening or Terminal Illness
- 7.14 Outside Employment
- 7.15 Access to Company Spaces
- 7.16 Business Ethics
- 8. COMMUNICATION
  - 8.1 Personnel Administration
  - 8.2 Concern Resolution Policy
  - 8.3 Bulletin Boards
  - 8.4 Contact with Investigators
- 9. SAFETY AND HEALTH
  - 9.1 Safety Rules
  - 9.2 Medical Examinations
  - 9.3 Accidents
  - 9.4 Weapons

## **1. INTRODUCTION**

### **1.1 About Our Policies**

This handbook contains general statements of our policies for your information. It applies to all employees of Custom Fence & Masonry, Inc. (CFM), both management and non-management, regardless of when hired. We hope you will find it useful. Please read it carefully, and keep it handy for future reference.

As we are sure you understand, we must be able to respond flexibly to changing circumstances as they arise. Because of this, our policies are guidelines for management, not promises of specific treatment in specific situations. Our policies and practices, including the compensation and benefits we provide, are subject to changes and exceptions without prior notice, at our discretion. All decisions regarding the application or interpretation of our policies are also in our discretion. This applies to all of our policies and practices, whether formal or informal, and whether or not contained in this handbook.

This handbook supersedes all previous policies, agreements and representations, oral or written, on the subjects covered, except that it does not supersede or modify any formal written Employment Contract signed by the Company's CEO. If you have such a formal written Employment Contract with us, this handbook supplements your Employment Contract, but the Employment Contract controls over any inconsistent policies in this handbook.

These policies are intended to apply everywhere we operate. In some cases, however, the law of your state or locale may impose some policies that are different from those described here. In those cases, we follow the applicable state or local law.

### **1.2 Employment at Will**

CFM employees are employed on an at-will basis. Employment "at-will" means that an employee may resign at any time with or without advance notice to CFM, and with or without "cause". Likewise, CFM may terminate any employee at any time, with or without advance notice, and with or without "cause". Nothing in this handbook shall limit or be construed to limit the right to terminate at-will employment. Your at-will employment status may not be altered by any other Company document, or any oral or written statement made or issued to you by a Company representative, with the exception of a written employment agreement duly authorized and signed by the Chief Executive Officer (CEO) of the Company. In addition, nothing contained in this Employee Handbook is intended to create (nor shall be construed as creating) a contract of employment (expressed or implied) or a guarantee of employment for a definite or indefinite term. The Company expressly reserves the right to modify, amend or terminate any policy, procedure or benefit outlined in this handbook or in any other document or description and to change any terms and conditions of employment without prior consultation, agreement or notice to employees.

## **2. EQUAL EMPLOYMENT POLICIES**

### **2.1 Equal Employment Opportunity**

It is the policy of the Company to provide equal employment opportunities to all employees without regard to obesity, race, creed, color, national origin, gender (including pregnancy, childbirth or related medical conditions), religion, marital status, physical or mental disability (including HIV status or use of a service animal), genetic information, sexual orientation (including gender identity), political ideology, whistle blower actions, age, veteran or military status, special disabled veteran status or any other legally protected status under applicable federal, state or local laws. In addition, the Company complies with applicable state and local laws governing non-discrimination in employment in every location in which they have employees. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. It is the obligation of every employee to adhere to the spirit as well as the letter of these practices. If you feel you have been discriminated against, you should report your complaint to the Director of HR. There will be no retaliation against an employee who has made a complaint of discrimination in good faith.

### **2.2 Employees with Disabilities**

We fully comply with our duty under any applicable federal, state, or local law to provide reasonable accommodations to allow people with disabilities to apply for and perform their jobs. If you have a disability that affects your job performance you must let us know as soon as possible. We will then discuss with you the reasonable accommodations we may be able to provide to enable you to perform the essential functions of your job.

### **2.3 Non-harassment Policy**

The Company is committed to a collegial work environment in which all individuals are treated with respect and dignity and requires that all relationships among persons in the Company will be business-like and free of bias, prejudice and harassment. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment and harassment based upon obesity, race, color, religion, creed, sex (including pregnancy, childbirth or related medical conditions), age, characteristic, national origin, citizenship, marital status, veteran or military status, medical condition, sensory, physical or mental disability (including HIV status or use of a service animal), genetic information, sexual orientation (including gender identity), political ideology, whistleblower actions, or any other basis protected by federal, state and local laws. Therefore, it is unacceptable and will not be tolerated. This policy applies to all men and women at the Company regardless of their position and applies to behavior both in the workplace and in any work-related setting outside the workplace such as business-related social events.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. While it is difficult to define precisely what types of conduct might constitute sexual harassment, examples of prohibited behavior include, without limitation, unwelcome sexual advances, requests for sexual favors,



obscene gestures, displaying sexually graphic materials, sending sexually explicit e-mail or voice-mail, and other unwelcome verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, such conduct also can include sexual or offensive conversation or joking, commenting about an employee's or another individual's physical appearance, conversation about one's own or some else's sex life, teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create a hostile work environment.

#### Other Unlawful Harassment

It is also difficult to define precisely what conduct constitutes "other unlawful harassment". However, prohibited conduct includes slurs or epithets, threats, derogatory comments, unwelcome jokes, teasing, touching, abusing and other kinds of verbal or physical conduct that is based upon race, creed, color, national origin, age, gender, disability, religion, sexual orientation, marital status, domestic partner status, military status, or any other characteristic protected by applicable state or federal law.

#### Individuals Covered Under the Policy

All Company employees and applicants are covered under this Non-Harassment Policy, whether related to conduct engaged in by fellow employees, supervisors, managers, or someone not directly connected to the Company (e.g., an outside vendor, customer, consultant or client).

#### Reporting an Incident of Harassment

The Company requires reporting of all perceived incidents of harassment (of any nature) or any behavior or conduct that is prohibited by this Policy, regardless of the offender's identity or position. Individuals who believe they have been the victim of sexual harassment should discuss their concerns with their supervisor, with any Company executive, or with the Human Resources Department. (See the Complaint Procedure described below.) Please note that if the Company is not made aware of the complaint, either informally or formally, it may not be able to investigate the matter and take any necessary corrective action.

### **COMPLAINT PROCEDURE**

#### Informal Complaint Procedure

The Company encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. If for any reason you do not wish to confront the offender directly, or if such a confrontation does not successfully end the harassment, you should notify your supervisor or any Company executive, who may, if you request, talk to the alleged harasser on your behalf (or arrange for mediation between you and the alleged harasser, with a third person acceptable to both of you).

You should be aware; however, that the Company may decide it is necessary to take action to address the harassment beyond an informal discussion. While this decision will be discussed with you, the decision as to whether or not to take further action will be made by the Company in its sole discretion.

#### Formal Complaint Procedure

- **Notification of the Appropriate Staff**  
As noted above, if you believe you have been the victim of harassment or believe you have witnessed harassment, you are required to discuss your concerns with your supervisor or with the Director of HR. If you receive information regarding harassment in your capacity as a supervisor, you are required to report it immediately. A formal complaint will trigger an investigation as described below.
- **Timeliness of Reporting Harassment**  
The Company requires the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment.
- **Investigation Process**  
Any reported allegations of harassment will be investigated promptly. The investigation may include interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. It is a condition of your employment that you cooperate with all Company investigations and that you maintain the confidentiality of the investigation and all that you may learn or know about it.
- **Confidentiality**  
The complaint and investigation will be handled with sensitivity, and confidentiality will be maintained throughout the investigation process, to the extent practical and appropriate under the circumstances, considering the important privacy interests of all concerned.
- **Protection Against Retaliation**  
Retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of harassment is a serious violation of this policy and will be treated with the same strict discipline as the harassment itself. Acts of retaliation must be reported immediately and will be promptly investigated.
- **Responsive Action**  
Misconduct constituting harassment will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and disciplinary action such as warnings, reprimands, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as the Company may, in its sole discretion, believe appropriate under the circumstances.
- **False and Malicious Accusations**  
False and malicious complaints of harassment (as opposed to complaints which, even if erroneous, are made in good faith) will be subject to appropriate disciplinary action up to and including termination. There will be, however, no adverse job-related consequences to any individual from bringing good-faith concerns about workplace harassment to the Company's attention, regardless of the outcome of the investigation.

The Company has developed this policy to ensure that all its employees can work in an environment free from harassment. The Company will make every reasonable effort to ensure that everyone is familiar with this policy and is aware that any complaint received will be investigated and resolved appropriately.

If you have any questions or concerns about this policy, you should speak with your supervisor, the Director of HR, or any Company executive.

Finally, this policy should not, and may not, be used as a basis for excluding and separating individuals or a particular gender from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in sexual discrimination or exclusion in order to avoid allegations of sexual harassment. The law and the policies of the Company prohibit disparate treatment on the basis of sex, with regard to terms, conditions, privileges, and prerequisites of employment.

#### Conclusion

We want all employees to know that they are not required to endure insulting, degrading or exploitive treatment.

The Company has developed this policy to ensure that all its employees can work in an environment free from harassment. The Company will make every reasonable effort to ensure that everyone is familiar with this policy and is aware that any complaint received will be investigated and resolved appropriately.

An employee who has any questions or concerns about this policy should talk with their supervisors, the Director of HR, or any Company executive.

## **2.4 Workplace Violence**

CFM will not tolerate threats or acts of aggression or violence in the workplace. Weapons, personal and otherwise, including firearms are prohibited on Company premises and in Company vehicles. An exception will be for state laws which allow the possession of a firearm, so long as the employee follows state law. All CFM employees are responsible to immediately report any threat or act of aggression or violence on the job (even if it is initiated by a third party) to their supervisor, manager, or Director of HR. CFM will not condone or permit retaliation against any employee for making a report under this policy. Employee reports made pursuant to this policy will be held in confidence to the extent possible, consistent with a thorough investigation and the adoption of prompt remedial action.

Violation of these rules may result in disciplinary action, up to and including termination. In addition, CFM will inform appropriate authorities when it believes that federal, state, or local laws are or may have been violated.

## **2.5 Accommodations for Religious Practices**

The company will make reasonable efforts to accommodate an employee's religious beliefs and/or practices, unless to do so creates an undue hardship, which includes but is not limited to, unreasonable expense or difficulty, unreasonable interference with the safe and

efficient operation of the workplace, or a violation of a bona fide seniority system. Where time off is a reasonable accommodation, the company may require the employee to make up the time at some other mutually convenient time, or the time off can, in the Company's discretion, be charged as Personal Leave Time (PLT).

Any absence not made up or charged as PLT, will be treated as unpaid time off. If, as a reasonable accommodation, a scheduling change results in an employee working a shift that entitles the employee to premium wages or benefits, the company will not make such pay or provide such benefits, unless required by law.

## **2.6 Whistleblower Policy**

It is the desire of CFM to create a working environment for its employees that is honest and fair. We also want our employees to be able to call attention to legal, or policy violations, and it is our further desire to promptly investigate the concerns that employees raise with impartiality.

To further these policies of openness and reporting, CFM has adopted this policy and wants employees to know it will not retaliate against any employee for reporting, in good faith, suspected violations of laws, regulations, or Company policies. This means CFM will not terminate, demote, suspend, subject to unwarranted performance ratings, make significant changes in job responsibilities, transfer to a less desirable assignment or otherwise discriminate against an employee for calling attention to acts that are, in good faith, suspected to be illegal, unethical or in violation of our policies. This includes anyone giving information relating to an investigation. Any CFM employee found to have so retaliated shall be disciplined up to and including termination in accordance with Company policies and procedures. However, CFM also reserves the right to discipline anyone who knowingly makes a false accusation, provides false information to the Company, or has acted improperly.

If you are aware of any matters which you believe constitute violations of law, regulations, or Company policies or are otherwise unethical, you should report them to your immediate supervisor, or the Director of HR as soon as reasonably possible. If, for any reason, you believe you cannot or should not report these matters to either of these individuals, please report them to the CEO:

*Travis Flateau, Company Chief Executive Officer, [travis@customfenceandmasonry.com](mailto:travis@customfenceandmasonry.com), (949)-485-9558*

### 3. EMPLOYMENT STATUS

#### 3.1 Employee Classifications

**Regular Full-Time Employees:** Regular full-time employees are both non-exempt employees who are regularly scheduled to work at least 1500 hours within a calendar year, and salaried exempt employees. Except as otherwise specified, all regular full-time employees are eligible for all of the benefits outlined in this handbook.

**Regular Part-Time Employees:** A regular part-time employee is an employee who is regularly scheduled to work less than 1500, but more than 1000 hours within a calendar year. Regular part-time employees are entitled to company benefits only as specified in this handbook.

**Exempt and Non-Exempt Employees:** Every job position is classified as either exempt or non-exempt under the wage and hour laws. Your initial classification will be determined at the time of hire.

Changes in classification, including salary, benefits, promotions and so forth, must be confirmed in writing. If you have any questions about your classification or entitlement to benefits, please see your Human Resource Representative.

#### 3.2 Work Hours

**Business Hours:** Our business hours Monday through Friday vary depending on the position within our company. You may be assigned to work outside of normal business hours and on any day of the week, including Saturdays, Sundays, and holidays. We will try to give you as much advance notice as possible of any changes in your schedule. For overtime calculation purposes, a new work week begins at 12:01 a.m. each Sunday.

**Meal Time and Breaks:** All non-exempt employees are entitled to a 30-minute unpaid meal break between the second and fifth hours of working time if they work more than five hours in a shift. The Shift Manager is responsible for determining the schedule of the lunch break. In addition, all non-exempt employees will receive two ten-minute paid breaks during the eight-hour shift. All breaks are taken at the same time according to set schedules. This time is not tracked; the first rest break should be taken prior to the meal break; the second rest break should be taken after the meal break.

**Flextime:** Although most employees work normal business hours, your supervisor may authorize you to work on a flexible time schedule to accommodate ride-sharing, daycare and other personal needs. Any request for a modified schedule should be made in writing to your supervisor. Because all schedules are job-driven, however, we may **not be able** to give you the schedule you request.

#### 3.3 Benefits Qualification

As described elsewhere in this handbook, new employees are not eligible for certain benefits of employment until after completing one (1), to three (3) months of employment.

Successful completion of the qualification period does not guarantee later employment or limit our discretion with respect to corrective action, or employment termination.

### **3.4 Orientation Programs**

New employees should be informed of the following when beginning their job: Job title, supervisor's name, pay level, length of benefits qualification period, dates and methods of pay, hours of work, the 40-hour work week, overtime requirements, classification, and the supervisor's expectations of the employee's job performance.

### **3.5 Performance Reviews**

The Company performance review process is designed to provide a dialogue between the supervisor and employee on how job requirements and goals are being met.

Reviews, which may be formal or informal, may be requested by the employee or required by the supervisor; for instance, if a performance problem exists.

An unsatisfactory review indicates employment may not continue unless performance improves. Depending upon the circumstances, an unsatisfactory review may result in immediate discharge.

Supervisors are responsible for the review of each employee they supervise. Participation by the employee being reviewed is essential. The appraisal should be discussed with and signed by the individual being reviewed. The employee's signature acknowledges having discussed and received the review, not agreement with it. The written performance review becomes a part of the employee's personnel file.

This performance review policy is only a guideline. It is our goal to conduct regular performance reviews, but at times this may not occur. Also, we reserve the right to deviate from these review guidelines in any particular case. A performance appraisal does not guarantee a pay raise. All salary increases are granted at the sole discretion of the Company.

### **3.6 Corrective Action**

We may take the corrective action we deem appropriate when an employee does not adhere to our standards, rules or objectives, or where we conclude the employee's performance is otherwise unsatisfactory.

Corrective action we may take includes: verbal warning, written warning, suspension with or without pay, demotion or reassignment, or discharge with or without prior notice.

Suspension may be used either as a corrective measure, to permit an investigation, to allow us to determine what corrective action will be applied, or to remove an employee from the premises for a period of time. For exempt salaried employees (employees not eligible for overtime), a suspension will be unpaid only if the employee is suspended for an entire work week, unless the suspension is for a violation of a safety rule of major significance.

A written warning should be issued only after the employee and the supervisor have discussed the problem. The warning should outline the problem and any improvement required, refer to any previous warning or actions taken, and explain the consequences of repeated infractions, or failure to correct performance. The employee should sign the warning and receive a copy. The employee's signature acknowledges receipt of the warning, not agreement with it. Any refusal to sign the warning should be noted on the warning. The warning should then be forwarded to the Director of HR for inclusion in the employee's personnel file.

A written warning may specify a probationary period during which the employee must demonstrate satisfactory performance. At the end of the probationary period (or earlier, if requested or allowed by the supervisor), the supervisor and employee should meet to review the employee's progress. Possible outcomes at the follow-up meeting include: (a) end of probationary status; (b) continuation of probationary status with a scheduled follow-up; or (c) further corrective action, up to and including dismissal.

A probationary period does not guarantee the employee will remain employed to the end of the specified period. Successful completion of probationary status does not guarantee later employment, or limit our discretion with respect to corrective action or termination of employment. The first three-month period as a new employee is considered an initial adjustment period. This is a time when both you and the Company should make a special effort to evaluate whether you are right for the position. During the initial adjustment period, the Company's normal corrective action guidelines do not apply and unsatisfactory performance or conduct will generally result in immediate dismissal without advance notice. Successful completion of the initial adjustment period does not, however, guarantee later employment or limit our discretion with respect to assignments, corrective action or discharge.

The supervisor should review all discharges with the Director of HR before the discharge decision is communicated to the employee.

The goal of our corrective action policy is to correct unsatisfactory behavior or performance. To that end, it is our policy to generally apply the least severe corrective action appropriate to the problem, and apply increasingly severe measures if the problem persists. However, this is only a guideline. We reserve the right in all circumstances to apply the corrective action we determine is appropriate, up to and including immediate dismissal without corrective action or notice. We reserve the right to discharge employees at any time, with or without cause or advance notice, and without compensation except for time actually worked.

### **3.7 Separation from Employment**

Separation from employment (termination) may occur due to resignation, discharge, reduction in force, retirement, disability or death.

**At Will Policy:** Your employment with us is at will. This means that both you and we are free to terminate the employment relationship at any time, with or without cause or advance notice, and without compensation except for time actually worked. Any exception to this policy must be in a written agreement signed by the CEO.

**Resignation:** You may resign by giving written notice of the resignation to your supervisor. Your letter of resignation should state your reason(s) for leaving and when you wish your final day of work to be. We ask that you give us at least two weeks advance notice to assist us in maintaining adequate staffing. Failure to give two weeks' notice will generally make you ineligible for rehire.

We reserve the right to determine how a notice period will be completed once your resignation has been tendered. We may allow you to work for some, or all of the notice period as long as performance and attitude are satisfactory, or may make your resignation effective immediately.

If you do not report for work as scheduled for three or more workdays without notifying your supervisor of your reason for absence, or if you fail to return to work after we tell you your absence is not authorized, you will be treated as having voluntarily resigned without having given advance notice, unless we decide your reason for not notifying us is justified.

**Discharge:** A discharge is an involuntary termination of employment that is not a reduction in force. Discharges are also discussed in the policies on Performance Reviews and Corrective Action. All discharges should be reviewed by the supervisor with the Director of HR before the discharge decision is communicated to the employee.

**Reduction in Force:** Employees who we notify are released from employment due to a reduction in work force, change of operations, or elimination or change in the duties of a position are considered separated due to a reduction in force. We will select employees for reduction in force in a fashion that does not discriminate in violation of law.

**Exit Interview:** On their last day of work all departing employees are required to participate in an exit interview. The subjects to be covered in the exit interview include: (a) return of all company property, including keys, credit cards, and employee handbook, (b) review of the employee's confidentiality obligations, (c) review of any outstanding debts, (d) discussion of the status of fringe benefits, (e) COBRA coverage, and (f) final paycheck. The employee's supervisor or the Director of HR will schedule the exit interview.

**Final Paycheck:** A departing employee's final paycheck will have deducted from it any Personal Leave Time (PLT) off that the employee used in excess of the accrued amounts available to him or her. Unless other arrangements have been made, or otherwise required by the law of the state in which you work, the final paycheck will be paid the next regular pay date.

### **3.8 Personnel Records**

Important events in each employee's history with us should be recorded and kept in the employee's personnel file. It is our policy to maintain such records as: employment application, resume, offer letter, job description, records of change of status, performance reviews, corrective action notices, dates of employment, rate or rates of pay, amount paid each pay period, and for non-exempt employees, the hours worked each work week.

Each employee must provide the following current information: name, address, telephone



number, social security number, IRS Form W-4, INS Form I-9, insurance beneficiaries, marital status and dependents affecting insurance coverage, and a person to notify in case of emergency. It is the responsibility of all employees, including those on leave of absence, to **notify the Director of HR if any of this information changes.**

All personnel files and information are the property of the Company. The Company reserves the right to use and disclose this information as it decides is appropriate. In general, however, it is our policy to release personnel files and information contained in them only to: Human Resources staff; the Company management, insurance carriers, accountants and attorneys having a legitimate business reason to know the information involved; federal and state authorities as required by law; pursuant to subpoena or other judicially enforceable request; pursuant to the employee's authorization; or pursuant to our policy on **Employment Verifications and References.** In addition, employees may review their own personnel files in the presence of a Director of HR at reasonable times upon request by the employee.

Information obtained from a previous employer, and personal references are not made available to the employee.

### **3.9 Changes of Status**

A Change of Status (COS), should be completed and submitted to the Director of HR to document each change in the status of an employee's employment with the Company.

It is our policy to document the following changes of status: hiring/rehiring, promotion, contact information, bonus, transfer, change in salary, paid leave of absence, unpaid leave of absence, termination (resignation, discharge, layoff, retirement, disability, death); and change in employee classification.

Each employee's supervisor should see to it that a COS is initiated before (if possible) the effective date of the change. Completed COS forms should be forwarded to the Director of HR.

### **3.10 Employment Verifications and References**

To facilitate consistency and minimize misunderstandings, the Company will respond to requests for employment verifications and references on current or former employees by providing **only the dates of employment, current or last position held, however, only with an appropriate release. All requests for employment verifications and for employment references should be forwarded to the Director of HR for response.**

## **4. RECRUITMENT AND SELECTION**

### **4.1 Employee Eligibility**

Within three business days of hire or rehire, all new employees are required to present us with documentation sufficient to establish their identity and eligibility to work in the United

States, and to sign INS Form I-9. The Immigration Reform and Control Act of 1986 ("IRCA"), as amended by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), and regulations of the U.S. Department of Homeland Security ("DHS"), prohibit employers from a) hiring individuals who are not legally eligible to work in the United States; or b) continuing to knowingly employ such individuals. Accordingly, CFM is required to verify that every new employee has authorization to work in the United States.

Regular, full-time employees must be 18 years of age or older. Persons 16 to 18 years of age may be hired for other positions only with the presentation of all work permits required under federal and state law.

## **4.2 Employment of Relatives**

We generally do permit the employment of relatives of current employees. "Relatives" are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, domestic partner, civil union partner, and corresponding in-laws or "step" relations. Any decision regarding placement or hiring of a relative must be authorized in advance by the Director of HR. A spouse of an employee generally will not be denied employment due to his or her marital status unless the employment would place one or both of the spouses in a situation of actual or reasonable foreseeable conflict between their interests and ours, such as if one spouse would have the authority or practical power to supervise, appoint, remove, or discipline the other, or one spouse would be responsible for auditing the work of the other. Relatives are not given preference in hiring.

## **4.3 Background Checks**

In considering an applicant for hire, we may conduct an investigation of the applicant's background. The investigation may include, but is not necessarily limited to, inquiries into the applicant's references, credit history and conviction record. An applicant will not be denied employment solely on the basis of convictions, or poor credit history.

# **5. COMPENSATION AND BENEFITS**

## **5.1 Time Keeping and Overtime**

Every position in the Company is categorized as either exempt or non-exempt under the wage and hour laws.

If you are an exempt salaried employee you are paid for the general value of your services, not based on hours worked. You receive a fixed salary for all hours worked, you do not receive overtime pay or compensatory time for working more than 40 hours in a week, and your pay is not reduced for absences of less than a day (except as permitted by law). Exempt salaried employees who provide extraordinary effort may be authorized by their supervisor to take time off at another time. This time off is not accrued or paid out under any circumstances.

If you are a non-exempt employee, you are eligible for overtime pay (time worked in excess

of 40 hours per week). If you work overtime, you will be paid at the rate of one and one-half times your regular hourly rate. Lunch breaks, PLT, holidays, and other time not actually worked, even if paid, may not be counted as overtime hours and not included in the calculation of overtime pay. **You may not work overtime without express advance authorization from your supervisor.**

If you are a non-exempt employee, you must record the number of hours that you work each day of the week. Exempt employees are asked to record taken days off for keeping track of Personal Leave Time (PLT) and the like.

Whether your position is exempt or non-exempt depends on your job duties. Any questions about whether you are exempt or non-exempt should be directed to the Director of HR.

## **5.2 Payroll**

Paychecks are issued on a weekly basis. We will make deductions from your gross pay as required by law or authorized in writing by you.

Although we try to be accurate in our payroll records, occasionally you may be paid more or less than you should. If your paycheck is less than it should be, we will correct it in the following pay period, or earlier if the shortage is significant. If your paycheck is more than it should be, we will make a corresponding deduction from your next paycheck, or arrange for you to pay the overage back over several paychecks.

## **5.3 Pay Administration**

Our pay structure is intended to provide all employees with fair compensation appropriate to the experience, training, and responsibility required by each job. We try to keep our compensation ranges in line with the industry as a whole. Your compensation will be reviewed from time to time and may be adjusted according to the quality of your work and changes in the cost of living and the local job market. Promotions are another way your compensation may increase. Compensation adjustments do not take effect until confirmed in writing. All compensation decisions are made by the Company in its discretion and are final.

## **5.4 Other Compensation**

**Bonuses:** We may give performance bonuses from time to time. In some cases, bonuses may be tied to the success of a particular program or project. All bonuses are discretionary with us unless otherwise stated in a written bonus plan. **Unless we have a written agreement with you to the contrary, you are not entitled to receive pro rata bonuses when your employment ends.**

## 5.5 Holidays

We observe the following company holidays:

<b><u>Holiday</u></b>	<b><u>Date Observed</u></b>
Christmas Eve through New Year's Day	December 24-January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Birthday Paid Holiday	Used within 4 days (prior or after)

Since the observed holidays are subject to change, in or around January each year, the Company will publish a list of their observed holidays each year.

If a company holiday falls on a Saturday, we will observe the previous Friday. If the holiday falls on a Sunday, we will observe the following Monday.

Regular full-time employees are eligible for the Birthday paid holiday, unless they are on an unpaid leave of absence. The Birthday holiday will be paid their regular salary or 8 hours pay at their regular rate.

## 5.6 Inclement Weather

During severe weather conditions, which cause transportation slowdowns, late work arrivals will be accommodated. Where weather conditions become hazardous during the work day and advisories to return home are broadcast, employees will be advised by their immediate supervisor, or the Director of HR, to leave work.

Employees whose absence is due to weather, may use a day of Personal Leave Time, or un-paid time to compensate for time lost. Employees who are compensated on a salaried basis will not receive a deduction from pay nor be required to use paid time off in the event of a facility closure. However, an exempt-salaried employee is still required to perform his or her job during the closure to the best of his or her ability even if the facility is closed for all or part of the day except where it is unsafe to do so.

## 5.7 Paid Time Off

Paid Time Off (PTO), also referenced as Personal Leave Time (PLT) throughout our policies, and the Employee Handbook, is designed to refresh and invigorate our employees with time away from the job, and we encourage employees to use their accrued time every year. Employees are responsible for monitoring their PTO account and to use the available time. In order to avoid exceeding an accrued time balance, PTO schedules will need to be pre-arranged and approved by the supervisor.

All regular full-time and part-time employees (who work at least 30 hours) are eligible to

accrue PTO during their first calendar year of employment. However, PTO may not be taken until it has been earned. If an employee is faced with a situation that requires him/her to take time off in excess of his/her accrued PTO, with the supervisor's approval, unpaid time may be used.

Hourly non-exempt employees (who work at least 30 hours per week), are eligible to accrue PTO starting their first month of employment. However, employees are not eligible to use PTO until they have completed 90 days of employment.

PTO is not paid out upon termination, whether voluntary or involuntary.

Employees will accrue PTO in accordance with the rates detailed below. Accrual is based on anniversary date.

**Full Time Non-Exempt PTO Accrual:**

<u>Years of Service</u>	<u>Benefit</u>	<u>Hours per Month</u>	<u>Maximum Accrual</u>
0-1	40 hrs. (1 wk.)	3.33	N/A
2 – 4	80 hrs. (2 wks.)	6.66	N/A
5+ years of service	120 hrs. (3 wks.)	10	N/A

For purposes of PTO accrual, an employee will receive credit for one month of continuous service for each month in which the employee completes at least 15 days of full-time employment. PTO will not accrue during any unpaid leave of absence, unless otherwise required by law.

**Part-Time/Temporary/Seasonal Employees:** Part-time, temporary, and seasonal employees are not eligible for PTO. Part-time employees are those who work less than 30 hours per week. Temporary and seasonal employees are those hired on a temporary basis, usually to perform jobs of limited duration arising out of special projects, unusually heavy workloads, or emergency situations.

**Scheduling PTO:** Employees must first obtain written approval from their supervisor prior to taking accrued PTO. We ask that employees provide at least two (2) weeks of advance notice, when practicable. A Paid Leave Time (PLT) Request Form must be completed by the employee and approved by the supervisor before taking any time off. If the employee is absent from work because of an illness or an emergency, the employee should contact his/her supervisor prior to the employee's regularly scheduled start time, and comply with the Company's Attendance and Punctuality policy.

Employees may use PTO for any type of excused absence approved by their supervisor. In general, employees should schedule their time off with their supervisor in advance. Whenever possible, PTO will be granted in accordance with a request. However, approval of the PTO request is subject to the needs of the Company and the anticipated workload. In

the case of a conflict between PTO requests, the employee who submits a request for time off first will have priority. If several requests are submitted within the same timeframe, the employee with the longer service with the Company will be considered first for approved PTO.

**Paid Sick and Safe Time:** Paid Sick and Safe Time (PSST), also referenced as Paid Leave Time (PLT) throughout our policies and the Employee Handbook, is for employees who have worked for at least 90 days have a right to and are eligible to use accrued Paid Sick and Safe Time (PSST) for one of the following qualifying reasons:

1. Personal illness, preventive care, injury, or health condition
2. Care for a family member's illness or preventative care (child, grandparent, parent, spouse, etc.),
3. Addressing domestic violence/sexual assault/stalking issues in court, with government agency, with medical care provider, and other similar facilities,
4. Closure of workplace or school or place of care by public official to limit exposure to infectious agent or hazardous material

**Accrual:** Employees accrue 1 hour of PSST for every 40 hours worked, since CFM is a Tier 1 Employer.

**Carry Over:** Employees may carry over up to 56 hours of accrued unused PSST from year to year.

**Tracking & Reporting:** The Company will track, record and report employee accrued PSST and report balances on employee weekly wage statements. Notice of foreseeable absences should be provided at least 72 hours in advance or as soon as reasonably practicable.

For PSST qualifying events, the employee may elect to take their time off unpaid, or they may use their accrued PSST in order to receive pay. If an employee is faced with a situation that requires him/her to take time off in excess of his/her accrued PSST, the employee may deduct from their accrued PTO.

**No Payout:** PSST is designed to provide available time for employee use only when needed. Upon cessation of employment, regardless of reason therefore, the departing employee shall not be entitled to any cash payout of accrued unused PSST.

**No Retaliation:** CFM will ensure that employees who utilize PSST are not retaliated against. Violation of this anti-retaliation provision will result in discipline up to and including termination.

**Absences:** If an employee is asked to take time off at the convenience of the Company, the employee will have the option to take unpaid time or use the available accrued PTO. If the employee chooses to take unpaid time in this situation, the employee will need to notify his/her supervisor in advance.

Exempt employees (employees not eligible for overtime) may use PLT only in a minimum of one-day increments and will not have their PLT accounts charged for absences of less than one day.

Generally, employees may not receive pay in lieu of PLT, or work during part of the PLT period in order to receive additional compensation. PLT may not be used during a Saturday, or Sunday that has been scheduled for overtime.

Violation of this policy may result in disciplinary action, up to and including termination. As with all Company policies, the Company reserves the right to change, add to, or delete this policy at any time.

## **5.8 Employee Benefit Plans**

**Waiting Period:** The Company maintains a one (1), to three (3) month “Waiting Period” depending on level of position, which is the minimum length of time that an employee must work before attaining eligibility for various company benefits.

This portion of the Employee Handbook contains a very general description of the current benefits for which employees may be eligible. This general explanation is not intended to, and does not, provide all of the details of these benefits, and does not change or otherwise interpret the terms of the official plan documents. In the event of a contradiction between the information appearing in this handbook and the information which appears in these official plan documents, the official plan documents will govern in all cases.

The Company anticipates continuing to make available to its eligible employees the Company benefits described in this section. However, the Company reserves the right to amend (including requiring and/or increasing employee contributions to benefit cost) or to terminate any or all benefits without notice. Eligibility for benefits will be determined in accordance with plan documents.

Whenever benefits are granted through specific plans or insurance policies, the terms of the actual plan or policy governs. Again, in the event of a contradiction between the information appearing in this handbook and the plan documents or insurance policies, the plan documents or insurance policies will govern in all cases.

**Health Care:** Coverage, if elected, begins 30 days following the last day of the month you were hired if in a Leadership role, and 90 days for all other employees; available only to employees who are regularly scheduled 30 hours or more consistently every week. Enrollment forms will be distributed to each employee and should be completed and returned to the Director of HR prior to the completion of the Waiting Period. If you have any questions about the plan, contact the Director of HR.

The Company reserves the right to amend or discontinue any of the provisions of its benefits plans without prior notice.

**Use and Disclosure of Health Information:** The Company sponsors certain health benefits plan(s). To the extent that the Company engages in plan administration functions, the Company does not use or disclose health information protected by the Health Insurance Portability and Accountability Act (HIPAA), except as necessary for payment, treatment,

health plan operations and plan administration, or for other purposes permitted or required by law.

Employees have certain rights with respect to protected health information, including the right to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, to amend the information. A complete description of these rights can be found in the Plan's Privacy Notice, which is distributed to employees upon enrollment. Plan documents are also available for review during regular working hours. Additionally, all health plans are required to include such notice. As these Notices explain, employees have the right to file a complaint with any health plan or with the Secretary of the U.S. Department of Health and Human Services.

To obtain a copy of the complete Privacy Notice, or more information on the Plan's policies or your rights under HIPPA, contact the Director of HR.

**Employment Insurance:** We maintain Workers' Compensation and Unemployment Insurance in compliance with applicable law for all employees.

**COBRA:** If your employment is terminated either voluntarily or involuntarily, your group insurance coverage will end on the last day of the month following your termination date. In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), employees may continue their group health insurance coverage generally for up to 18 months (or under certain circumstances up to 29 months) or until they become eligible for another employer's group health plan. Covered dependents of the terminated employee may continue their group health benefits for up to 18 months. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

Qualified Beneficiary	Qualifying Event	Length of Continuation
Employee and/or covered dependent(s)	<ul style="list-style-type: none"><li>Voluntary or involuntary termination of employment (except for gross misconduct), including retirement</li><li>Reduction of hours</li></ul>	18 months  29 months if due to employee/ dependent disability
	<ul style="list-style-type: none"><li>Death of employee</li><li>Divorce or legal separation</li><li>Dependent child ceases to qualify as a dependent under the plan (limiting age)</li><li>Active employee becomes entitled to Medicare</li></ul>	36 months

## 5.9 Expense Reimbursement

You will be reimbursed for reasonable **authorized** business expenses, after you submit an expense report with complete supporting documentation. See your immediate supervisor for details. A falsified expense report may result in immediate discharge.



## 6. LEAVES OF ABSENCE

### 6.1 Washington Paid Family and Medical Leave Act

Washington Paid Family and Medical Leave is a mandatory statewide insurance program that will provide almost every Washington employee with paid time off to give or receive care. If you qualify, this program will allow you to take up to 12 weeks, as needed, if you:

- Welcome a child into your family (through birth, adoption or foster placement)
- Experience a serious illness or injury
- Need to care for a seriously ill or injured relative
- Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment. For specifics the Military Leave Policy in this Handbook, visit [www.dol.gov/whd/regs/compliance/whdfs28mc.pdf](http://www.dol.gov/whd/regs/compliance/whdfs28mc.pdf), and/or contact HR

If you face multiple events in a year, you might be eligible to receive up to 16 weeks of paid leave, and up to 18 weeks of paid leave if you experience a serious health condition during pregnancy that results in incapacity.

**Payment of Premiums:** Washington Family and Medical Paid Leave is funded by premiums. It will be administered by the Washington Employment Security Department (ESD).

In 2019, the premium is 0.4% of wages, or \$3.85 per week for someone making \$50,000 a year. CFM will withhold the premium from employees' pay. The premium is sent to the Employment Security Department each quarter.

**Taking Leave:** Starting Jan. 1, 2020, employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work. While on leave, you are entitled to partial wage replacement. That means you will receive a portion of your average weekly pay. The benefit is generally up to 90 percent of your weekly wage, with a minimum of \$100 per week and a maximum of \$1,000 per week. You will be paid the WAFMLA benefit by the State of Washington rather than CFM.

**Please note:** *As an employer of less than 50 employees, we may not be able to restore you to the position occupied prior to taking a leave.*

#### **What Protections are there for me?**

No person may discriminate or retaliate against you for requesting or taking paid leave. If you suspect you have been discriminated and/or retaliated against for taking paid leave, please contact your supervisor, the Director of HR, or an executive to who you feel comfortable reporting the information.

## 6.2 Maternity Leave

It is our policy to treat pregnancy, childbirth, and related medical conditions according to the Pregnancy Discrimination Act, and the Washington Law Against Discrimination. The Company also complies with all applicable local and state laws, in spirit as well as in specific detail.

The Company provides unpaid pregnancy disability leave (PDL) of absence to all employees who are temporarily unable to work due to sickness or disability related to pregnancy, childbirth or related medical conditions. This leave will be unpaid, except where an employee elects to use available PSST, or PTO.

Should any provision of this policy be found to be inconsistent with an applicable legal requirement, the law shall prevail. All other provisions of this policy that are consistent with the law will remain in effect.

Employees who are granted a leave of absence under Maternity Leave will be entitled to all appropriate benefits, including continued payment of medical benefits, etc. Available Personal Leave Time will be used to continue compensation during what would otherwise be an unpaid leave.

In order to qualify for a Maternity Leave, we ask that employees make such a request in writing to their supervisors within the first three months of the pregnancy. Their personal physician's certification, plus the expected date of delivery, must be included in the written request. With the doctor's approval, employees who qualify for Maternity Leave may continue to work up to their expected delivery date, depending upon their medical circumstances and the nature of their job.

In case an employee is physically unable to perform her regular job duties at any time during her pregnancy, either she or her supervisor may request that she be placed on Maternity Leave. The employee must give a statement from her physician attesting to her medical condition.

The return to active employment should be no sooner than considered medically by a physician. It may sometimes be necessary to consult with an employee's physician regarding any question of medical propriety that may arise.

The Company will return the employee who meets stated conditions in conjunction with federal and state law to the same or equivalent job she had prior to her pregnancy. We cannot guarantee the exact same job; however, the employee will suffer no loss in employment status.

To return to work, employees must have a doctor's verification.

**Note: Maternity leaves of absence and reinstatement rights will be provided in accordance with applicable state and federal law.**

### 6.3 Other Leaves

**Bereavement:** We provide regular, full-time employees who have completed their benefits qualification period, with unpaid leave in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, civil union partner, or corresponding in-laws or "step" relations. Individual circumstances that are not described in the following outline will be addressed appropriately.

Up to five (5) regular working days	father, mother, step-father, step-mother, spouse, domestic partner, civil union partner or child
Up to three (3) regular working days	father-in-law, mother-in-law, sister, brother, step-sister, step-brother or grandparents, step-grandparents
Up to two (2) regular working days	brother-in-law or sister-in-law
One (1) regular working day	a close relative (aunt, uncle, niece, nephew, etc.)

**Jury Duty:** The Company supports employees who are called to fulfill their civic duty to serve for jury duty. The Company will, consistent with applicable law, allow you time off without pay if you're summoned to serve on a jury or are subpoenaed for witness duty. If you receive a notice of jury or witness duty, you should let your manager know as soon as possible. The Company may ask you to consider a postponement or rescheduling if the timing presents a hardship to your department or to the Company.

**Witness Duty:** All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the Company. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

**Military Service:** We provide unpaid leave to all employees performing military service, provided that exempt salaried employees will receive their full salary for any week in which they perform work for us. Exempt salaried employees must receive supervisor approval before doing work for us while on military leave. Military service includes active military duty and Reserve or National Guard training, whether voluntary or involuntary. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with Federal and State Law.

**Military Family Leave:** Employees in Washington State who work at least 20 hours per week are entitled to up to 15 days of unpaid leave to spend time with spouses or registered domestic partners who are preparing to deploy or are on short-term leave from military deployment during times of military conflict. During the leave, you will continue to receive the same benefits that you held prior to the start of the leave. Notice is required within five days of receiving notice of a spouse or domestic partner's deployment or leave. This leave is available once per deployment.

**General Leave of Absence:** Regular full-time employees may request a general leave of absence for up to 45 days. General leave may be granted for justifiable reasons at our discretion. Except in special circumstance, general leave will usually not be granted to employees who have not completed their benefits qualification period. General leave is not granted until all accrued unused PLT days have been exhausted. General leaves of absence are **unpaid** beyond the available PLT days.

#### **6.4 Requests for Leave**

All leaves must be arranged two (2) weeks in advance except in those rare cases where an advance request is not possible under the circumstances. Requests for leave must be submitted in writing to your immediate supervisor, or the Director of HR, as far in advance of the anticipated leave date as possible. If circumstances prevent you from submitting an advance written request, you must verbally inform your immediate supervisor, or the Director of HR, as soon as possible and follow the verbal notification with a written request. All requests for leave must indicate the date you anticipate returning to work.

#### **6.5 Continuation of Benefits During Leave**

All employee benefits continue during periods of PLT, bereavement leave, jury duty leave, and witness leave.

During all other periods of leave:

Employee benefits that operate on an accrual basis (such as PTO) do not continue to accrue, unless a written employee benefit plan provides otherwise.

We **will continue your** group health, or other insurance benefits; however, you are responsible for paying the employee paid portion of the premium.

No other benefits are provided. All periods of allowed leave, whether paid or not, are included when calculating your length of service with us.

#### **6.6 Returning from Leave**

We comply with all applicable laws related to reinstating employees after periods of leave. Except as required by law, however, the determination of whether an employee will be reinstated after a leave of absence is at Company discretion. **We cannot guarantee that your job will remain available, and in some cases, at our discretion, reinstatement may not occur.**

An unauthorized failure to return to work at the conclusion of a leave of absence, acceptance of any other employment during a leave, or an application for unemployment compensation while on leave (which would indicate you are available for work), may be treated as a voluntary resignation.

## **7. STANDARDS OF CONDUCT**

### **Standards of Conduct**

#### **7.1 General Rules**

All employees should act professionally and in the best interest of the Company at all times. Violations of this standard of conduct are unacceptable, and may result in corrective action, up to and including termination of employment.

The following are examples of violations of our standards of conduct. These examples merely illustrate, and do not limit the types of conduct that we may consider unacceptable.

1. Theft or purposeful damage of Company, client, subcontractor, or other employee property;
2. Intentional manipulation of funds or inventory (e.g., deposit theft; petty cash) or intentional falsification of information (e.g., labor hours, training hours, billing);
3. Gross abuse of a client, subcontractor, or employee (physical, verbal, or otherwise) to include fighting or disorderly conduct on Company property or in representation of the Company at any time;
4. Possession or consumption of illicit drugs, or alcohol on Company business, or premises, (other than limited, approved alcohol for social occasions) or arriving to work intoxicated or under the influence;
5. Driving a vehicle for Company purposes while under the influence of drugs or alcohol;
6. Gross insubordination or misconduct on Company premises;
7. Serious violation of any statute, regulation or rule established by Company policy or by local, state or federal governmental authority;
8. Sexual or other harassment / flagrant violation;
9. Unauthorized possession of weapons or firearms on Company property, or while on Company business;
10. Serious violation of policy which results in the loss of funds, injury or death of an employee, client, subcontractor, or other person;
11. Dating a supervisor, subordinate, subcontractor, client, or co-worker, without disclosing it to a supervisor;
12. Accepting a gift, bribe, or gratuity within the capacity of your employment without supervisor approval;
13. Failure to report for work without proper notification for three (3) consecutive days;
14. Disclosure or making available to unauthorized persons any confidential or proprietary information;
15. Having been convicted of a criminal offense as outlined under Company policy or state regulation;
16. Failing to provide information regarding criminal activity and or failing to cooperate in an investigation;

17. Entering unauthorized areas without permission from your supervisor;
18. Leaving the site without permission from your supervisor;
19. Refusal to follow lawful instruction of a supervisor;
20. Inappropriate, abusive or offensive language to clients, subcontractor, public or fellow employees;
21. Unexcused failure to report or call off without giving proper notice; repeated absences or tardiness;
22. Failure to perform job duties satisfactorily;
23. Negligence or carelessness with subcontractor, client, or company property or violation of established safety rules;
24. Unauthorized use of Company, client, subcontractor, or customer property or equipment (i.e. telephone, tools, computers);
25. Allowing unauthorized persons or pets on company premises;
26. Sleeping or dozing during work shift;
27. Refusal to accept assigned overtime when necessary;
28. Abuse of break or meal periods;
29. Violation of any site policy / regulation.

## **7.2 Confidential Information**

The business of the Company depends upon the use and protection of a large body of confidential and proprietary information. "Confidential Information" includes, without limitation, the Company and its Affiliate's client lists provided by the Company and/or acquired during employment, now existing or to be developed in the future, financial status, products (including sales materials), distribution procedures, marketing plans and projections, lists and files of names and addresses of customers, and special requirements and preferences of the Company's clients, and acquisition information, and financial and procedural information. The meaning of "Confidential Information" will be read as broadly as possible to include all information of any sort (whether merely remembered or embodied in a tangible medium) which is related to the Company's Business or any potential future business and which is not generally or publicly known.

Employees are to protect and preserve as confidential at all times all "Confidential Information" at any time known to the Employee or at any time in the Employee's possession or control. Employees will neither use nor allow any other person or entity (including entities partially or wholly owned by the Employee) to use any "Confidential Information" in any way, except for the benefit of the Company and as directed by the Company.

The Employee will, prior to or upon employment termination, deliver to the Company any and all records, customer lists, files and media, including duplicates thereof, containing or otherwise relating to any "Confidential Information". All such records, customer lists, files and media are and at all times will be and remain the sole property of the Company.

## **7.3 Telephones, Computers, Other Company Equipment, Supplies, Etc.**

Our telephones, copiers, postage, supplies and the like are for business use, and should not be used for personal matters. While it is recognized that you may occasionally need to

use firm materials for personal use (e.g., a necessary personal call, copying a tax return), keep in mind that our policy discourages personal use, and the recognized need for occasional use should not be abused. We ask your cooperation in limiting personal phone calls to emergencies or essential personal business and in keeping them as brief as possible.

**Computer Systems and Equipment:** Computer systems and equipment, including laptop computers, printers, networks, software, electronic mail, and Internet access, are provided for business-related use only. It is the responsibility of all employees to see that these information systems are used in an efficient, ethical, and lawful manner.

An employee's occasional use of Company computers for personal use, e.g., educational or charitable activities, is acceptable. However, in order to keep these uses to a reasonable level, approval to use the system in such a manner must be given by the employee's supervisor. The use of the system for personal use must occur outside of business hours, and any files created must be deleted at the completion of the project.

Employees are responsible for protecting their own passwords. Sharing user identifications, passwords, and access codes is discouraged. Employees may be held responsible for misuse that occurs through such unauthorized access.

In order to provide the Company with access to all computer information and data, no employee is permitted to use encryption devices on a Company computer without express written authorization. Any employees authorized to use encryption coding devices and other security protecting devices must provide the applicable keys and codes in a sealed envelope to their immediate supervisors.

Introducing or using software designed to destroy or corrupt the Company's computer system with viruses, or cause other harmful effects is prohibited. Employees are required to use the Company-provided anti-virus software.

Fraudulent, harassing, threatening, discriminatory, sexually explicit, or obscene messages and/or materials are not to be transmitted, printed, or stored on the Company computer system. Chain letters, solicitations, and other forms of mass mailings via Company computer equipment are prohibited.

All information stored in the Company computer system is to be treated as confidential, proprietary information. Only certain information printed out for public correspondence or the like may be considered non-proprietary or non-confidential.

To ensure that the use of computer systems and equipment is consistent with the Company's legitimate business interests, authorized representatives of the Company may monitor the use of such equipment from time to time.

**Internet:** Employees are encouraged to use the Internet during work hours for business-related activities only. Personal use should be limited to employees' standard break and meal times. Personal use of the Internet should in no way adversely affect Company business. This includes, but is not limited to, the time spent surfing the Internet, the types of information accessed, and the resources expended downloading or printing files.

The Company prohibits employees from accessing pornographic, gambling-related, and other inappropriate websites. While accessing the Internet on Company-owned computers, employees may be monitored for misuse.

Employees are prohibited from sending, receiving, or accessing via the Internet any messages or graphics that may be considered threatening, offensive, discriminatory, or harassing to others. All policies pertaining to harassment or discrimination apply to employees' Internet use.

Internet access may be revoked at any time as the Company sees fit. Employees caught misusing the Internet or violating policy in any way are subject to discipline, up to and including discharge.

#### **7.4 Public Media, Including Internet Web Sites and Blogs**

The use of social networking sites should not interfere or jeopardize the Company's brand. The following are guidelines to which all employees must adhere to regarding social media and networking. The absence or lack of explicit reference to a specific site does not limit the extent of the application of this policy.

- Personnel should have clear disclaimers that the views expressed by the author in the blog is the author's alone and does not represent the views of the Company.
- Information published on a personal blog should comply with the Company's confidentiality policy.
- A blog in no way should reference or site any Company clients, partners or customers without their express consent.
- Company logos and trademarks may not be used without written consent.

Statements that our employees make about the Company or its employees can have a significant impact on our business, including the potential for creating false impressions, and a variety of other problems. Likewise, activities that our employees engage in, or statements they make, when it is known they are employed by CFM, can negatively impact our business. These risks are even greater if statements are made, or activities are engaged in, in a public forum for example, on an internet web site, or in the media. For these reasons, Company employees are specifically prohibited from making statements or postings in any Public Media that:

- Are unlawfully discriminatory or harassing
- Unlawfully defame or disparage the Company's business, management or employees
- Disclose non-public information related to the Company, or



- Reflect a lack of professionalism as a Company employee

If an employee is dissatisfied with any aspect of the Company's operation, the employee is encouraged to bring those concerns to the Director of HR, so that the concerns may be addressed.

Employees violating this policy will be subject to corrective action, up to and including immediate dismissal without prior corrective action or notice. Accordingly, employees who have questions or uncertainty are urged to consult with the Director of HR concerning the scope and application of this policy.

## **7.5 Conflict of Interest**

In order to prevent conflicts of interest between the employee's personal interests and the interests of CFM, and to ensure that the employee's judgment and decision-making process with respect to all aspects of his/her duties remains uncompromised and free of any improper influence; CFM's employees may not use Business Relations (customers, suppliers, competitors, etc.) of CFM for personal benefit. Moreover, employees' personal interests must not be permitted to adversely affect CFM's business. Consequently, CFM's employees may not, either directly or indirectly through intermediaries or family members have an interest in any Business Relation of any CFM affiliate without written approval.

You may not directly or indirectly solicit or accept personal fees or commissions in connection with our business. You may not solicit gratuities from our customers, suppliers or anyone else doing business with us.

## **7.6 CFM's Right to Search**

In order to enforce its policies, and to ensure that employees are provided a safe workplace, CFM reserves the right to open and inspect any Company property or equipment (including but not limited to desks, files, lockers, offices, computers, and Company vehicles, etc.), as well as any personal belongings brought onto Company property (including but not limited to packages, purses, briefcases, lunch boxes, personal vehicles, etc.). Such inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by any supervisor, manager, or security personnel designated by the Company.

## **7.7 No Solicitation and No Distribution**

Distribution or circulation of any written or printed material on behalf of any organization, group, individual or cause is prohibited in work areas or during working time. Solicitation by an employee of another employee is prohibited while either person is on working time. "Solicitation" means the collection of signatures, contributions, money or gifts by or on behalf of any organization, group, individual or cause.

This rule applies to distribution and solicitation by any means, including the use of E-mail, Voice-mail and other electronic equipment.

## 7.8 Attendance and Punctuality

The regular, daily attendance of each employee is essential to our business. To ensure compliance with absenteeism policies, supervisors are required to monitor the attendance of their staff.

Employees are expected to notify their supervisor prior to their scheduled starting time each day they are going to be absent from or late to work, unless the absence/tardiness has been approved in advance. This notice should include a reason for the absence or tardiness, and specify when the employee will be expected to report for work. If an employee is absent for three consecutive days without notifying his/her supervisor, the employee will be treated as having voluntarily resigned. If an employee is denied permission to take a day off, and proceeds to be absent, the employee may be subject to disciplinary action.

Violations of this policy may result in disciplinary action up to and including termination. Employment at CFM is at-will and may be terminated either by the employee or the Company at any time, with or without cause and with or without notice. This Attendance and Punctuality policy is not intended to affect or change the Company's at-will policy in any way. The Company reserves the right to revise or discontinue this Attendance and Punctuality policy without notice.

In general, four or more unauthorized absences (defined below) within a 12-month period, or seven or more absences within a 12-month period for any reason (excluding pre-approved PLT and legally protected leave), usually will be considered excessive. Depending on the circumstances, fewer absences may also be considered excessive.

In general, the following incidents of tardiness (defined below) usually will be considered excessive: three or more incidents within a month; six or more incidents within a quarter; or nine or more incidents within a 12-month period. Depending on the circumstances, fewer incidents of tardiness may also be considered excessive.

### **Definitions**

**Tardiness:** An employee will be considered tardy if he/she is not at his/her work site ready to work at the scheduled start time. Not returning from break or meal periods at the required times also will be counted as tardy.

**Unauthorized Absence:** An absence is considered unauthorized if the employee has not followed proper notification procedures and/or the absence has not been properly approved.

**Scheduled and Pre-Approved Absence:** The following types of absences do not count as incidents of unauthorized absence:

- Approved Personal Leave Time (PLT)
- Short-notice PLT due to personal, child, spouse, or parent illness, if you have a balance within your accrued PLT to cover for your time off

- Absence for jury duty or to appear as a witness on behalf of the Company or pursuant to a court subpoena
- Approved medical or family care leave
- Approved time off for the death of a family member
- Absence resulting from a work-related injury
- Any other leave authorized by federal, state, or local law

**Absence Patterns:** Although an employee may not exceed the established attendance guidelines, other demonstrated patterns of absenteeism within the guidelines may also result in corrective action, up to, and including termination. Examples of such absence patterns include, but are not limited to:

- Frequent absence on a specific day of the week
- A coincidence of absences with other desirable days off, or to avoid undesirable work assignments or schedules
- Leaving the work area without prior approval before the end of one's scheduled shift
- A coincidence of absences associated with PTO requests
- Absences before and/or after a scheduled holiday

**12-Month Period:** A 12-month period is calculated by counting one year backward from the date of the incident when the employee was absent or tardy.

**Quarter:** A three-month period is calculated by counting three months backward from the date of the incident when the employee was absent or tardy.

**Month:** A calendar month.

## **Procedures**

**Inclement Weather:** Employees are expected to report for work during inclement weather conditions unless the Company declares an emergency closing. Non-exempt employees who are unable to report to work because of weather conditions will be granted an authorized unpaid leave. Accrued PTO may be applied. Non-exempt employees who are late because of weather conditions may have the opportunity to make up their missed time provided that work schedules and business needs permit.

**Return to Work:** Employees must report to their supervisor after being late or absent, provide a reason for their tardiness or absence (if not already provided), and, when applicable, provide medical documentation certifying their fitness to return to work.

**Ready for Work:** Employees who are not properly dressed or equipped for work, or who appear, in the supervisor's sole discretion, to be unable to work safely for any other reason, may be sent home either to rectify the matter or for the duration of the scheduled work day, depending on the circumstances.

**Off-Site:** Employees must obtain permission from their supervisor to leave the premises during working hours. This does not apply to unpaid meal periods. In addition, employees who are frequently away from the premises for business reasons during working hours are expected to regularly inform their supervisors of their whereabouts.

#### **Request for Physician Certification:**

Any employee who is on a pre-approved absence for three or more days due to illness or injury may be required to submit a doctor's note in order to return to work.

### **7.9 Personal Appearance**

In the spirit of excellence, we expect you to dress and groom in a neat and businesslike manner; well-groomed and preferably in Company-branded attire. Standards may vary from position to position due to such factors as the type of work and amount of public contact involved. You are expected to use your good judgment in selecting appropriate clothing. Supervisors are expected to inform employees if acceptable dress or grooming is not being maintained.

### **7.10 Drug-Free Workplace**

It is our policy to maintain a drug-free workplace. Except as specifically described below, we strictly prohibit:

- The possession, use or trafficking of alcohol or drugs, legal or illegal, while on the Company's premises or time, or while representing the Company.
- The possession, use or trafficking of illegal drugs at any time, on or off the job.
- Being under the influence of alcohol or drugs, legal or illegal, while on the Company's premises or time, or while representing the Company.

Employees who violate this policy are subject to corrective action up to and including discharge.

The use of legal (over-the-counter or prescription) medications is not a violation of this policy, provided that if you are taking a legal medication that may affect your job performance or safety you must obtain your supervisor's permission before beginning work. The Company may require that you provide a medical opinion that you are fit for duty while taking the medication before allowing you to work.

The moderate consumption of alcohol at company-sanctioned social events both, on, and off the Company's premises is not a violation of this policy. In those cases, you are expected to conduct yourself in a manner appropriate to the event and are strictly prohibited from operating motor vehicles or other equipment while under the influence of alcohol.

## 7.11 Substance Abuse

Any employee whose abuse of alcohol or drugs, legal or illegal, results in job performance problems (e.g., absenteeism, tardiness, poor work) may be referred for rehabilitation and treatment and may face corrective action up to and including discharge if he or she rejects that program.

If you voluntarily request assistance for drug or alcohol problems before you are referred for drug or alcohol testing, you will be given assistance in arranging for a rehabilitation program. You may be placed on a medical or personal leave of absence, after available PLT benefits are exhausted, for the period of rehabilitation. A voluntary decision to seek assistance will not be used as a basis for corrective action. We strongly encourage you to get immediate help with any substance abuse problem.

Drug and alcohol rehabilitation may be covered in part by our group medical insurance plan.

We will do our best to ensure that information about any substance abuse problem or treatment is disclosed only to those with a need to know.

### 7.11A Drug and Alcohol Testing

**Post-Accident and Reasonable Suspicion Testing:** If you are involved in an on-the-job accident that results in injury or property damage, or if at any time we believe you may be drug, or alcohol impaired on the job or may be using illegal drugs on or off the job, you will be required to submit to immediate drug and/or alcohol testing, as we determine.

**Consent to Testing:** As a condition of employment, you are required to consent to the tests described in this policy. Consent to pre-employment testing is described in our application for employment, which is signed by all applicants. Employees referred for testing may be required to sign additional consent forms provided by the testing facility.

**Corrective Action:** If you refuse to take a drug or alcohol test or if you test positive on a drug or alcohol test you will be subject to corrective action up to and including immediate discharge. As a general rule, if you have less than two years of service with us you will be discharged immediately. If you have two or more years of service with us you may be discharged immediately or you may be subject to less severe corrective action depending on the circumstances, as we determine in our discretion.

If you are not immediately discharged you will be required to sign a Last Chance Agreement that will require, among other things, that you follow all recommendations of a substance abuse counselor acceptable to us, which may include treatment and unannounced drug and/or alcohol tests. Violation of the Last Chance Agreement will result in immediate discharge.

If you are discharged under this policy we will consider you for rehire only if we determine that doing so is appropriate in our discretion (depending on the circumstances of your discharge), and then only after you have (a) completed appropriate treatment as determined by a substance abuse counselor acceptable to us, (b) provided us with a medical opinion that you are fit to return to work and (c) passed a pre-employment drug and alcohol test. You will be required to sign a Return to Work Agreement that will require, among other

things, that you follow all recommendations of a substance abuse counselor acceptable to us, which may include follow-up treatment and unannounced drug and/or alcohol tests. Violation of the Return to Work Agreement will result in immediate discharge.

#### **7.12 Smoke Free Workplace**

The Company maintains a smoke free workplace. No smoking is permitted at any time.

#### **7.13 Life Threatening or Terminal Illnesses**

We recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to engage in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet and maintain performance standards, and medical evidence indicates that their continued presence in the workplace is not a threat to themselves or to others, they will be allowed to remain in their position. All employees should be sensitive to their condition and ensure that they are treated fairly.

#### **7.14 Outside Employment**

Job performance may suffer when an employee works for multiple employers. If you wish to undertake a second job, please inform your immediate supervisor or your Director of HR. Any outside employment must not place you in a position that actually or apparently conflicts with the Company's interest. Such conduct or pursuit may be brought to the employee's attention and the employee may be given a reasonable opportunity to cease his/her outside conduct or pursuits to the Company's satisfaction. Any business opportunities related to our business that you obtain or learn of while you are employed by us belongs to the Company.

#### **7.15 Access to Company Spaces**

Our Company premises are intended solely for business purposes, and all areas on our premises are company property. We reserve the right to have access to all areas on our premises. This includes areas that are assigned to individual employees, such as desks, files or lockers. Items that you consider to be private and confidential should not be brought onto our premises.

#### **7.16 Business Ethics**

We are committed to employing the highest quality people and strictly adhering to ethical and fair practices in our business activities. We expect 100% commitment from you and require integrity and high ethical standards in all business activities. Our employees will, at all times, conduct business in compliance with applicable local, state, federal and international laws and regulations. Compliance with laws and regulations is only a base standard. Each employee is personally responsible to conduct business legally and ethically. All employees have a legal duty of loyalty to the Company, which means that while employed, employees shall not engage in conduct that competes with the Company; OR is

not lawfully permitted and contrary to Company interests. The Company also has a detailed gift policy that governs the provision and acceptance of gifts, and items of value, with business partners and other. Please see that policy for more information. If you have any questions regarding this business ethics policy, please direct your questions to the Director of HR.

## **8. COMMUNICATION**

### **8.1 Personnel Administration**

The Director of HR is responsible for personnel administration. However, all decisions on hiring, wages and benefits, promotion, demotion, transfer, reduction in force and termination do not go into effect until approved by your immediate supervisor and the CEO.

### **8.2 Concern Resolution Policy**

The Company's goal of exemplary teamwork and superior customer service begins with satisfied and motivated employees. To that end, in addition to the Company's Open-Door Policy, the Company has a formal Concern Resolution Process to provide employees a forum to address questions, comments, or concerns about their jobs, and resolve disputes. Feedback from employees, whether positive or negative, is always important to the Company. The Company welcomes the opportunity to improve employee relations, communication, and job satisfaction through this Concern Resolution Process.

An employee should use the Concern Resolution Process to raise and resolve any problem or circumstance at work that prevents the employee from performing their job. In addition, an employee may use the Concern Resolution Process to raise issues of harassment, discrimination, or unfair treatment on the job. Some examples of matters which may be raised through the Concern Resolution Process include but are not limited to: assignment of hours, fairness of disciplinary actions (including termination), harassment in the workplace, inability to get along with co-workers, pay discrepancies, and workplace safety.

When problems arise, employees are expected to bring concerns to their supervisor informally through a meeting or on-the-job discussion. In most cases, this should resolve the concern. If not resolved, or if the employee believes the matter cannot be raised with the supervisor, the Concern Resolution Process provides alternatives for resolving employee concerns.

### **CONCERN RESOLUTION PROCESS PROCEDURES**

An employee with a problem or concern should take the following steps:

**Step 1:** The employee should first have an informal meeting or discussion with their supervisor and clearly state the problem and desired solution. If the employee believes the concern cannot be resolved with their supervisor, they should proceed to Step 2.

**Step 2:** The employee can contact their supervisor's supervisor to discuss the concern and desired solution. If the employee believes the concern cannot be resolved at this level, they should proceed to Step 3.

**Step 3:** If the employee's concern remains unresolved, the employee can contact the 3rd level supervisor to discuss the concern and desired solution.

### **Failure to Follow Procedure**

If the employee fails to follow the Concern Resolution Process, the Company cannot ensure that their concerns will be handled appropriately or promptly. Complaints made to coworkers or other non-managers may not be recognized as employee concerns that need investigation or resolution. Requests submitted to persons outside of those identified in the Policy should be submitted to the appropriate level for investigation or review.

### **No Retaliation**

No employee will be treated unfairly for using the Concern Resolution Process. Retaliating against an employee for using the Concern Resolution Process in good faith is a violation of this Policy, and any person doing so is subject to discipline, up to and including termination of employment. Nothing in this policy should be construed as preventing an individual from seeking the assistance of the Equal Employment Opportunity Commission or other similar government agency.

### **8.3 Bulletin Boards**

We have Bulletin boards for posting government notices and various announcements and memoranda. Managers are the only authorized employees to post notices on the bulletin boards.

### **8.4 Contact with Investigators**

If someone is suing the Company, or thinking about suing the Company, their lawyer or investigator might contact you seeking information about the dispute. Keep in mind that responses to these kinds of inquiries have the potential for involving both you, and the Company in litigation.

If you are contacted by a lawyer or investigator, inform your supervisor immediately. You may not provide information to the inquirer until we have decided whether you are a managerial, or non-managerial employee for purposes of the inquiry. Whether you are managerial, or non-managerial for this purpose will depend on the particular dispute involved.

If we determine that you are a managerial employee, any response to this type of inquiry will be prohibited. If we determine you are a non-managerial employee, you will not be prohibited from providing information, but likewise you will be free to choose not to talk to the attorney or the investigator. If you decide to talk with the attorney or investigator, we ask that we be given the opportunity to have a representative present so there will be less risk of misunderstandings about what was said. If you have any questions about this policy,



please contact your immediate supervisor or the Director of HR.

## **9. SAFETY AND HEALTH**

### **9.1 Safety Rules**

State and Federal guidelines for Safety and Health are strictly followed. We shall continue to provide and maintain all reasonable precautions to safeguard your health and safety. All CFM employees have an obligation to prevent, correct, and eliminate unhealthy and unsafe conditions and practices. Always use personal protective equipment (PPE) and protective devices in good working condition where and when it is required. The standard personal protection equipment requirements are as follows: HEARING PROTECTION, SAFETY GLASSES, MASKS, GLOVES, WORK PANTS, WORK BOOTS and SAFETY HARNESS for any work above 4'. It is your responsibility to have PPE and proper clothing each day you come to work. The Company will provide Safety Harnesses upon request per task as required.

### **9.2 Medical Examinations**

We may require, when we decide it's appropriate, that you have your physician provide us with information regarding your fitness for work. In addition, we may require medical examinations by a physician we designate; including alcohol and drug screenings, when we decide it's appropriate, including determining your fitness for duty. These examinations will be conducted at times we specify and will be paid for by us.

### **9.3 Accidents**

If an accident occurs, get assistance where needed and contact your supervisor immediately, no matter how insignificant an injury/accident may seem at the time. Once the situation is under control, all accidents and near-miss incidents, no matter how minor, should be reported to the Director of HR within 24 hours of the incident. An Employee's Report of an Injury, Illness, Witness Statement, or Near Miss form should be completed immediately, and turned in to HR within 24 hours of the incident. The Incident Investigation Report is to be completed by the Project Manager and turned in to HR within 48 hours of the incident.

**Investigation of an Accident:** The primary objective of any Accident Prevention Safety Program is to avoid the recurrence of any accident. To do this effectively, we must know:

- Who was injured on the job?
- What happened to cause the injury?
- When did the accident occur?
- Why did the accident occur?
- How can the accident be prevented from occurring again?

As the Project Manager completes the Company Accident/Incident Investigation Report, he/she should determine the possible consequences that could take place if the situation is not corrected and take appropriate action based upon those findings (i.e., investigate,

report, correct, etc.).

**Post-Accident Drug Testing:** Mandatory drug and alcohol testing is required immediately following all work-related accidents, except first aid only minor incidents that did not cause and, except for an infinitesimal likelihood, would not have caused property damage exceeding \$50 and/or any personal injury to self or others requiring medical treatment beyond minor first aid. If the test results are inconclusive and need to be forwarded to a Medical Review Officer, or the test needs to be completed again, non-exempt employees will be placed on unpaid leave until the results are received. If the results are positive, the employee will be subject to disciplinary action, up to and including termination as of the date of the accident. If the results are negative, the non-exempt employee will be removed from unpaid leave and will return to work for the next available shift.

#### **9.4 Weapons**

All employees are prohibited from bringing weapons onto our premises. Employees are also prohibited from having weapons readily accessible off premises, for instance in a vehicle driven to work. This policy applies to weapons of all kinds, including guns and knives, and related paraphernalia such as ammunition. An exception will be for state laws which allow the possession of a firearm, so long as the employee follows state law.

#### **That's All for Now**

We're done with the handbook – for now. But remember that our handbook will continually change as the general business atmospheres of the Company and economic conditions are always changing. Please contact the Director of HR, or reference the CFM website at [www.customfenceandmasonry.com](http://www.customfenceandmasonry.com) for the most current, up to date version. We greatly welcome your comments, questions and suggestions for improving the content.

## **Custom Fence & Masonry, Inc.**

### **EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT**

I have received a copy of the Custom Fence & Masonry, Inc. (CFM) Employee Handbook. I will read the Handbook and follow the policies in it.

This Employee Handbook is an important document intended to help you become acquainted with the Company. This handbook will serve as a guide and is not the final word in all cases. Individual circumstances may call for individual attention and/or treatment. This handbook does not constitute a contract of employment. Employment with Company is for no specified duration/term and may be terminated by you or Company at any time with or without cause.

Because the general business atmospheres of the Company and economic conditions are always changing, the contents of this handbook may be changed at any time at the full and unfettered discretion of the Company.

I understand that both you and I are free to terminate my employment at any time, with or without cause or advance notice, and without compensation except for time actually worked, unless otherwise provided in a formal written Employment Contract signed by the Company's CEO.

If I'm mistakenly overpaid, you may deduct the overage from my later paychecks. At the time my employment with you ends, you may deduct from my final paycheck any amounts I then owe to you, including any paid time off (e.g., vacation or sick leave) that I may have used in excess of the accrued amounts available to me.

The Company directs the employee's attention to the introductory sections in the handbook titled "About Our Policies" and "Employment at Will". Those sections contain important statements about the handbook and our policies. Employee acknowledges having read those statements.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Please Print)

**Please keep this copy of receipt and acknowledgment for your records.**