



**JBL RESOURCES**  
THE MISSING PEACE

**JBL RESOURCES**  
**EXTERNAL EMPLOYEE HANDBOOK**



## **Welcome to JBL Resources!**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of JBL Resources, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do so more efficiently and economically than our competitors. By satisfying our clients' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Ross Engelkes  
Founder and CEO

Regina Lungaro  
President and Owner



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## **The Way We Work**

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## **A Word About This Handbook**

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks.

The company complies with federal and state law and this handbook generally reflects those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the president of the company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY.**

This Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## Equal Employment Opportunity

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Arizona, the following also are a protected class: race, color, religion, sex, age [40 or over], disability, AIDS/HIV status, national origin, status as a cardholder for medicinal marijuana, and genetic test results.

In Florida, the following also are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

In Michigan, the following also are a protected class: disability; religion; race; color; national origin; age; sex; pregnancy, childbirth or related medical condition [that does not include nontherapeutic abortion not intended to save the life of the mother]; height; weight; marital status; and genetic information.

In New Jersey, the following also are a protected class: race; creed; color; national origin; ancestry; age; marital status; domestic partnership status; civil union status; affectional or sexual orientation; gender identity or expression; genetic information; sex; pregnancy; atypical hereditary cellular or blood trait; nationality; refusing to

submit to a genetic test or make available the results of a genetic test to an employer; disability; liability for service in the U.S. military; religious practice or observance; an individual's status as a smoker or non-smoker; and for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties.

You may discuss equal employment opportunity related questions with Human Resources or any other designated member of management.

## **Pregnancy Accommodation**

The company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact Human Resources.

## **Americans with Disabilities Act**

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify Human Resources of the need for accommodation. Upon doing so, Human Resources may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Arizona, the following also are a protected class: race, color, religion, sex, age [40 or over], disability, AIDS/HIV status, national origin, status as a cardholder for medicinal marijuana, and genetic test results.

In Florida, the following also are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

In Michigan, the following also are a protected class: disability; religion; race; color; national origin; age; sex; pregnancy, childbirth or related medical condition [that does not include nontherapeutic abortion not intended to save the life of the mother]; height; weight; marital status; and genetic information.

In New Jersey, the following also are a protected class: race; creed; color; national origin; ancestry; age; marital status; domestic partnership status; civil union status; affectional or sexual orientation; gender identity or expression; genetic information; sex; pregnancy; atypical hereditary cellular or blood trait; nationality; refusing to submit to a genetic test or make available the results of a genetic test to an employer; disability; liability for service in the U.S. military; religious practice or observance; an individual's status as a smoker or non-smoker; and for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management and one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this

policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, clients, employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:**

1. Regina Lungaro, President at (616) 485-1498 or 5355 Northland Dr. NE, Ste C #139, Grand Rapids, MI 49525.
2. Ross Engelkes, CEO at (616) 617-7653 or 5355 Northland Dr. NE, Ste C #139 Grand Rapids, MI 49525.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected

violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time employees are on an introductory period during their first 30 days of employment. The introductory period for part-time employees is 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, **FULL-TIME EMPLOYEES** regularly work at least a 40-hour workweek. For other purposes, such as eligibility for

health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 40 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

## **New Employee Orientation**

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to Human Resources. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify Human Resources as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your supervisor. (S)he is a good source of information about the company and your job.

## **Talk to Us**

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with Human Resources. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the President.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

## **Your Pay and Progress**

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## Recording Your Time

Non-exempt HOURLY employees must record their hours on time sheets and give them to Accounting by 9:00 a.m. Monday morning.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time

must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

## Payday

You will be paid biweekly on Friday for the period that ends on the previous Sunday.

If a payday falls on a nonworking day, employees will be paid the preceding workday.

Please review your paycheck for errors. If you find a mistake, report it to accounting immediately. Accounting will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the company that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or

- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

The company will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt employees' pay.

If questions or concerns about any pay deductions arise, discuss and resolve them with Accounting. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Performance Reviews**

Your performance is important to our company. As permitted, JBL will check-in with your managing supervisor regarding your performance throughout your assignment.

## Overtime

There will be times when you will need to work overtime so that we may meet the needs of our clients. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your client supervisor in order for JBL to approve.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with Accounting.



## Time Away From Work and Other Benefits



## **Employee Benefits**

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

## **Paid Time Off (PTO)**

Full-time employees are eligible for Paid Time Off (PTO).

PTO is calculated according to your anniversary date as follows and can be used as soon as it's accrued:

Immediately upon hire, you will begin to accrue 1.54 hours of PTO each pay period.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Submit PTO requests in writing at least two weeks in advance to Human Resources. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued PTO to care for a child who is sick.

Pay is not granted in lieu of taking the actual time off. However, PTO time can be carried over to the following year with a cap of 40 hours.

PTO should be taken in blocks of one hour at a time.

Eligible employees who provide at least two weeks' advance notice of their resignation will be paid for accrued but unused PTO up to 80 hours, unless state law dictates otherwise. All other employees will not be paid for accrued but unused PTO at the end of employment, unless state law dictates otherwise.

## **Jury Duty (Florida Employees)**

Employees summoned for jury duty are granted an unpaid leave in order to serve, unless county statute dictates otherwise.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with Human Resources as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Jury Duty (All Other Employees)**

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with Human Resources as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Voting Leave (Arizona Employees)**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours either between the opening of the polls and the beginning of his or her shift or between the end of his or her shift and the close of the polls will be allowed to take time off without a deduction in pay in order to vote. We reserve the right to select the hours you are excused to vote.

You must notify Human Resources of the need for voting leave at least one day before Election Day. When you return from voting leave, you must present a voter's receipt to Human Resources as soon as possible.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (PTO) (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use paid time off (PTO). Military orders should be presented to Human Resources and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from Human Resources.

## **Emergency Responders Leave (New Jersey Employees)**

An employee who serves as a volunteer firefighter, as a county or municipal volunteer for the Office of Emergency Management who responds to fire or emergency calls, or as part of a volunteer first aid, rescue or emergency squad will receive unpaid leave for missing work due to responding to a qualified emergency.

A qualified emergency includes responding to a state of emergency declared by the President of the United States or Governor of this state, or being actively engaged in responding to an emergency alarm.

Employees must notify the company at least one hour prior to his/her scheduled shift that they are responding to an emergency and will be absent from work. Upon return, employees must provide a copy of the incident report and certification by the incident commander or other official confirming that the employee was actively engaged and necessary for the emergency response. The report should set forth the date and time the volunteer was relieved of emergency service duties.

If an employee will miss more than one consecutive day of work due to emergency volunteer service, the employee must notify the company each day in advance of his/her shift.

Although the company will not require the employee to use otherwise available paid time off, the employee may choose to do so.

Essential employees may be denied leave under this policy as permitted by state law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Voluntary Emergency Workers Leave (Pennsylvania Employees)**

Any employee who serves as volunteer firefighter, fire police or volunteer member of an ambulance service or rescue squad will receive unpaid leave in which to respond to an emergency call made prior to the start of his or her scheduled shift.

Prior to missing work, you must attempt to contact Human Resources or otherwise notify the company that you have been dispatched to an emergency. If you fail to report for work, you must provide the company with a statement from the chief executive officer of the volunteer fire company, ambulance service or rescue squad or its affiliated organization stating that you responded to a call and the time at which you responded.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave (Florida, Michigan and Pennsylvania Employees)**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify Human Resources of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave (All Other Employees)**

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify Human Resources of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Domestic and Sexual Violence Leave (Florida Employees)**

An employee who has been employed by the company for three or more months and who is the victim of domestic or sexual violence, or whose family member or a member of their household is a victim of domestic or sexual violence, shall be permitted to take up to three working days of unpaid leave in any 12-month period. Such leave must be used to: 1) obtain or attempt to obtain judicial relief such as a restraining order; 2) seek medical attention and/or mental health counseling; 3) obtain services from a domestic or sexual violence shelter, domestic or sexual violence program, or rape crisis center; 4) seek new housing to escape the perpetrator or make the employee's home secure from the perpetrator; or 5) seek legal assistance arising from the act of domestic or sexual violence or to attend or prepare for court-related proceeding arising from the act of domestic or sexual violence.

Affected employees must give the company reasonable advance notice of the intention to take leave along with sufficient documentation of the act of domestic or sexual violence, unless providing that notice is not practicable due to imminent danger to the employee, a family member of the employee or member of the employee's household.

The company will hold the employee's information provided to the company in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

Affected employees may elect to use other accrued paid or unpaid leave (including family, medical, sick, annual, personal or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

### **Domestic Violence Leave (New Jersey Employees)**

Employees who have worked for the company for at least 12 months, have worked at least 1,000 hours during the preceding 12-month period, and are the victim of an incident of domestic violence or a sexually violent offense, or whose child, parent, spouse, domestic partner or civil union partner was a victim of an incident of domestic violence or sexually violent offense, shall be permitted to take unpaid leave of no more than 20 days in any 12-month period to be used in the 12-month period immediately following the covered incident or offense.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Each incident of domestic violence or any sexually violent offense constitutes a separate offense for which an employee is entitled to unpaid leave, provided that the employees has not exhausted the allotted 20 days for the 12-month period.

Leave may be taken intermittently in intervals of no less than one day or on a reduced leave schedule basis upon approval from the company.

Leave may be taken as needed for purposes of engaging in any of the following activities as they relate to the incident of domestic violence or sexually violent offense: (1) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence; (2) obtaining services from a victim services organization; (3) obtaining psychological or other counseling; (4) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or to ensure economic security; (5) seeking legal assistance or remedies to ensure health and safety, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or (6) attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

Affected reasonable advance written notice of their intention to take leave for a purpose stated above if the need for leave is foreseeable. The notice should be provided as far in advance as is reasonable and practicable under the circumstances. The company may require documentation supporting the basis of the need for leave.

The company will hold the information that employees provide in order to request leave in confidence, except to the extent that disclosure is: 1) requested or consented to in writing by the employee or 2) otherwise required by applicable federal or state law, rule or regulation.

An eligible employee may elect, or the company may require the employee, to use any accrued paid time off during any part of the 20-day period of unpaid leave.

Any paid leave provided shall run concurrently with the unpaid leave.

If an employee requests leave for a reason covered by this policy and the Family Leave Act, or the federal Family and Medical Leave Act, the leave will count simultaneously against the employee's entitlement under each respective law.

The company will not discriminate against employees who are victims of an incident of domestic violence or sexually violent offense for taking leave or requesting leave to which the employee was entitled pursuant to this policy and applicable law or on the basis that an employee refused to authorize the release of information deemed confidential under applicable law.

For more information, speak to Human Resources.

### **Victims of Crime Leave (Pennsylvania Employees)**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Victims of Crime Leave (Arizona Employees)**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to exercise their rights to be present at a proceeding pertaining to the crime or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child. The company will also grant reasonable and necessary leave from work, without pay, to employees who are victims of a juvenile offense to exercise their rights to be present at a proceeding pertaining to the juvenile offense.

Prior to taking leave under this policy, eligible employees must provide the company with reasonable notice of the need for leave including a copy of the form provided to the employee by the law-enforcement agency pursuant to Section 13-4405 (for victims of a crime) and Section 8-386 (for victims of a juvenile offense) of the Arizona Revised Statutes and if applicable, notice of each scheduled proceeding. However, the company may limit the leave provided under this section if the employee's leave creates an undue hardship to the company's business.

Employees seeking leave under this policy may elect to use accrued PTO, personal leave or sick leave.

The company will hold the employee's information provided to the company in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### **Victims of Crime Leave (Michigan Employees)**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime or employees who are representatives of victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### **Medical Insurance**

Eligible full-time employees may enroll in a single, a single plus one dependent, or a family plan on the first of the month following thirty days of employment. Eligibility may be defined by state law and/or by the insurance plan.

Information and enrollment forms may be obtained from Human Resources.

Our company contributes towards ACA required plans. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from Human Resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or

- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify Human Resources within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact Human Resources.

## **Section 125 Plans**

Our company offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance on a "before tax", rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income taxes and Social Security is calculated.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the company in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the company over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);

3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see

Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar

days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the 12-month period measured forward from the date FMLA begins. For leave to care for a covered servicemember, the company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the company if the

requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-

protected, the company will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in termination if you have no other company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's

obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

### **Employer's Compliance with FMLA and Employee's Enforcement Rights**

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

While the company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that

may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment briefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the

line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26

workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver

Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard

Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.

3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.

8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **Family Leave Insurance (New Jersey Employees)**

The State of New Jersey may provide partial wage benefits to eligible employees for up to six weeks in a 12-month period for the following reasons:

- To bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
- To care for a family member with a serious health condition supported by a certification provided by a health care provider.

Parent of a covered individual means a biological parent, foster parent, adoptive parent, or stepparent of the covered individual or a person who was a legal guardian of the covered individual when the covered individual was a child.

Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

The Temporary Disability Leave Law (Family Leave Insurance) provides benefits to eligible employees who have worked 20 or more calendar weeks in covered New Jersey employment, and have earned the minimum wage amount determined by the New Jersey Department of Labor and Workforce Development during the 52 weeks immediately preceding the leave.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 13 base weeks for purposes of determining eligibility in accordance with state law.

The Family Leave Insurance benefits program provides covered individuals with a monetary benefit, not a leave entitlement. Further, this policy does not provide additional time off, rather family leave insurance may provide compensation during an approved leave of absence pursuant to the New Jersey Family Leave Law, the Federal Family and Medical Leave Act or any other company provided leave.

Please refer to our Family Leave and Federal Family and Medical Leave policies for more information about available leave entitlements which may run concurrently with family leave insurance benefits.

The Family Leave Insurance benefits program does not establish the right of a covered employee to be restored to employment following a period of leave from work to participate in providing care for a family member who has a serious health condition or to bond with a newborn or newly adopted child.

You may elect to use any earned but unused PTO, or other paid leave.



When requesting benefits during a leave to care for a child after birth or adoption, you must provide Human Resources with at least 30 days prior notice, except when unforeseeable circumstances prevent prior notice. Leave taken on an intermittent basis for this reason must be taken in periods of seven days or more and the schedule must be mutually agreed to by both the employer and the employee.

When requesting family leave insurance benefits during a leave to care for a family member with a serious health condition, you must provide Human Resources with reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons and is required to schedule, when possible, the leave in a manner to minimize disruption of employer operations. If you intend to take leave on an intermittent basis, you must provide at least 15 days advance notice. Employees taking leave to care for a family member may be required to provide medical certification.

The cost of this insurance is fully paid by the employee. Please contact Human Resources for additional information.

## **Short-Term Disability Insurance (New Jersey Employees)**

All employees who have met the minimum earning requirements are eligible for short-term disability insurance. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from Human Resources.

## **Pregnancy Accommodation (New Jersey Employees)**

The company, consistent with state law, will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company shall explore with the employee the possible means of providing the

reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assistance with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact Human Resources.

## **Family Leave (New Jersey Employees)**

All employees who have worked 1,000 hours in the previous 12 months of consecutive employment are

eligible to receive up to 12 weeks of unpaid family leave within a 24 month period. The 24 month period is measured rolling backward from the date leave is used.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Family leave may be used only in the event of a birth or adoption of a child or to provide care due to the serious health condition of a child, spouse, civil union partner, parent or your spouse's parent.

You must provide notice to Human Resources of your need for leave no later than 30 days prior to the leave, except where emergent circumstances warrant shorter notice. You may be required to provide a certification issued by a licensed health care provider prior to the company granting a request for family leave.

Leave taken due to the birth or adoption of a child may begin any time within one year of the birth or placement for adoption. Such leave must be taken consecutively, unless the company agrees to permit the employee to take this leave on an intermittent or reduced leave schedule. Leave taken due to the serious illness of a child or covered family member may be taken consecutively or, if medically necessary, on an intermittent basis if prior notice is given in a manner that is reasonable and practical and the employee makes a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the company.

Where intermittent leave is taken, the employer may require the employee to transfer to an alternative position having the equivalent pay and benefits for which

the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

You are entitled to return to your previous or similar position, unless during such leave the company has experienced a reduction in force or layoff and you would have lost your position had you not been on a family leave.

Consistent with the company's policies, you may be required to substitute certain accrued paid leave time for unpaid family medical leave.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Social Security**

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from Human Resources.

## **Workers' Compensation**

On the job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately in writing to Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **401(k) Qualified Retirement Plan**

Our company provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from Human Resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **Employee Assistance Program**

Eligible full-time and part-time employees may participate in our employee assistance program immediately upon hire.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by JBL Resources.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from Human Resources.

## **On the Job**

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## Conduct at Client's Location

The nature of our company may require that employees perform work connected with a client's assignment at the client's location. The importance of professional conduct when working in a client's location cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following guidelines describe appropriate conduct when working at a client's location:

- Limit discussions with client employees to matters that concern their department and level of responsibility. Long, personal discussions with client personnel are discouraged during working hours on the client's location. Such disruptions of work will only offend client executives and client employees.
- Do not discuss internal affairs with client personnel during working hours on the client's location.
- Avoid comments or criticisms involving other companies and their particular work or fees.
- Refrain from discussing shortcomings or idiosyncrasies of client employees.
- Avoid conversations involving client matters in all places that would violate client confidentiality.
- Avoid discussing procedural problems with management while client employees are present.
- Purchase items from a client at regular sale prices.

- Do not borrow money from a client unless the client's business involves lending money.
- Do not solicit clients for charitable donations.
- Accept token gifts from clients only if they are non-monetary and valued at less than \$25. Gift offers that exceed \$25 must be reported to your supervisor.
- Entertain clients only after first receiving approval from your supervisor.

## **Social Security Number Privacy and Protection of Personal Information (Michigan Employees)**

To ensure to the extent practicable the confidentiality of our employees' Social Security Numbers (SSNs), no employee may acquire, disclose, transfer or unlawfully use the SSN of any employee except in accordance with this policy. The release of employee SSNs to external parties is prohibited except where required by law. Internal access to employee SSNs is restricted to employees with a legitimate business need for the information.

Except where permitted by state or federal law, we will not: 1) publicly display all or more than four sequential digits of an employee's SSN; 2) use all or more than four sequential digits of an employee's SSN as the primary account number for an individual; 3) visibly print all or more than four sequential digits of an employee's SSN on any identification badge or card; 4) require an individual to use or transmit all or more than four

sequential digits of their SSN to gain access to an Internet web site or computer system or network unless the connection is secure, the transmission is encrypted, or a password or unique PIN is also required to gain access; 5) include all or more than four sequential digits of an employee's SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging; or 6) include all or more than four sequential digits of an employee's SSN in any document or information mailed to a person.

Employee SSNs may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws.

Any documents, that include employee SSNs and are discarded, must be shredded.

Any violation of this policy will result in disciplinary action up to and including discharge.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy, please contact your supervisor.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

## **Business Hours**

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are 8:30 a.m. to 5:00 p.m. EST, JBL Resources Office Monday through Friday. Check with Human Resources if you have questions about your hours of work.

## **Meal Time (Pennsylvania Employees)**

A 30-minute, unpaid meal break should be taken each day. Approving the scheduling of this time is the responsibility of your supervisor.

Employees are not permitted to eat at their work spaces during their meal break. Employees remaining on work premises during their meal break may eat in the break room. Please speak to your supervisor for additional information.

## **Lactation Breaks**

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your supervisor to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your supervisor.

## **Standards of Conduct**

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, clients and others who do business with the company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the company's EEO and No Harassment policies; performing outside

work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

### **Access to Personnel Files (Arizona Employees)**

Upon request, you, or your designee, may inspect your own payroll records. Inspections will be held on company premises in the presence of a company official. Contact Human Resources to arrange a time to view these records. You, or your designee, will be permitted to review and copy these records.

For more information, contact Human Resources.

### **Access to Personnel Files (Michigan Employees)**

Upon written request, employees will be allowed to review their personnel records up to two times each year or as otherwise permitted by law, during normal

business hours. If a review during normal business hours would require employees to take time off from work, the company must provide some other reasonable time for a review. The record may be copied and a reasonable fee may be charged for duplicating the personnel record. If there is a disagreement as to the information in the record, employees may ask in writing to have it corrected or removed and may submit a statement explaining their position. Such statement becomes part of the file.

For more information, contact Human Resources.

## **Access to Personnel Files (Pennsylvania Employees)**

Employees or an agent designated by the employee can inspect parts of the employee's own personnel files once a year, in the presence of a company official. Parts subject to inspection include the employee's job application, wage or salary information, notices of commendations, warnings or other discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records and employment history with the company. The records may be inspected at reasonable times during regular business hours and in the office where the records are kept. Employees or their designated agent may take notes regarding the contents of the file. Employees or their designated agent may place a statement in the file if they find an error in the file.

Employees shall provide a signed authorization designating a specific individual who is authorized to inspect their personnel file. The signed authorization shall be for a specific date and shall indicate either the purpose for which the inspection is authorized or the particular parts of the employee's personnel file that the designated agent is authorized to inspect.

For more information, contact Human Resources.

## **Client and Public Relations**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but if we do we run the risk of losing not only that client, but his or her associates, friends or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be

interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the company's Electronic Mail and Monitoring Policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Human Resources promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## **Travel/Expense Accounts**

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed, if pre-approved:

- Travel Expense
- Automobile/Mileage
- Lodging

### Tips

Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See your supervisor regarding additional reimbursable business expenses.

## **Severe Weather**

Severe weather is to be expected during winter months. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid. External employees must meet the policy requirements onsite at the client.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for client calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are discouraged.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using the company's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Acceptable Uses of Our Systems: Employees may use our Systems to communicate internally with co-workers or externally with clients and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications: All Electronic Communications contained in Company Systems are Company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice.

Employee communications on our system are not confidential or private.

The company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties. Personal use of our System should be limited to non-working time. Personal use of our System must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, client lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on Company Systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without

advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use Company Systems in a manner that is unlawful, wasteful of Company resources, or unreasonably compromises employee productivity or the overall integrity or stability of the company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of Company policies.

In addition, employees may not use our Company Systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the systems supervisor;
- To download, save, send or access any site or content that the company might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the company or any other person or entity;

- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of the President. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to Electronic Communications. The company complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this Policy may result in disciplinary action up to and including immediate termination of an employee's

employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask Human Resources for advance clarification.

## **Social Media**

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames clients, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the

basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the company, fellow employees, clients, and people working on behalf of the company or competitors.

Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company employee. Express only your personal opinions. Never represent yourself as a spokesperson for the company or make knowingly false representations about your credentials or your work. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the company.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The Company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning

employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact Human Resources.

## **Dress Policy**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our clients' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct client contact, you represent the company with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a business casual environment. When visiting clients, we require employees wear a suit, unless the client specifically requires something more casual. All employees should use discretion in wearing attire that is appropriate for the office and client interaction.

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

## **Protecting Company Information**

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to Human Resources.

The company's address shall not be used for the receipt of personal mail.

## **Conflict of Interest/Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the company, interferes with an employee's business judgment concerning the company's best interests, or exploits an employee's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.



## **Safety in the Workplace**

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## **Each Employee's Responsibility**

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify Human Resources of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform Human Resources immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the supervisor.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to Human Resources at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, clients and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## **Smoking in the Workplace**

Our company is committed to providing a safe and healthy environment for employees and visitors.

Smoking, including the use of e-cigarettes or chewing tobacco, is not permitted on company or client premises.

Violations of this policy may result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace (Arizona and Florida Employees)**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to Human Resources immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace (All Other Employees)**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to Human Resources immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **Substance Abuse**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

The company has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or

working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other

measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

**Arizona, Michigan and New Jersey Employees**

Although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to Human Resources.

## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the JBL Resources Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I**

**MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY.**

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Paid Time Off (PTO) Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_



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NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_



## **Receipt of Changes or Additions to Employee Handbook**

I received a revised copy of the updated policies for my Employee Handbook. I understand that I am responsible for reading the updated and/or new policies, replacing them in my Employee Handbook with this revised version, and complying with the revised policies. The policies which have been updated and/or added to the Employee Handbook include:

### Categories of Employment

These Employee Handbook policies supersede and replace the former Employee Handbook policies contained in the Employee Handbook.

**I understand that neither the updated or new policies in this Employee Handbook nor any other written or verbal communication by a management representative is intended to in any way create a contract of employment for any specified period of time, and that these policies are for informational purposes only. I also understand that the updated and/or new policies do not affect my employment-at-will status, which permits the company or me to terminate the employment relationship at any time, for any reason with or without notice.**

I have read and understand the Paid Time Off (PTO) Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

If I have questions regarding these policies, or the content or interpretation of any policy in the Employee Handbook, I will bring them to the attention of my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

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