



# **Employee Handbook**

B and B Maintenance, Inc.  
B and B Maintenance of New York, LLC

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## Introduction

Welcome to B and B Maintenance. We wish you every success with your career with us!

This handbook has been developed to give our employees general information about B and B Maintenance, our Company benefits, policies and practices. It is designed to give employees a road map of Company expectations and responsibilities. With your help we can reach our goal of making B and B the best possible working environment for all of us. This June 2020 printing of the B and B handbook supersedes any previously distributed handbooks or policy write-ups.

The purpose of this handbook is to present guidelines and suggested courses of action, which will contribute to the fair and consistent treatment of all Company employees. This handbook is not a substitute for your good judgment and discretion. Rather, these guidelines are intended to preserve the ability to meet Company needs under changing conditions. You are responsible for being aware of all the policies in this handbook. Take the time to read it carefully. If you have any questions about a policy or don't understand something, it is your responsibility to ask questions. Your supervisor will be glad to help you sort out the meaning of any section of the handbook.

**B and B is an “at will” employer. This handbook is NOT a contract or agreement of employment. All employees are employees at will unless specified otherwise by an enforceable, executed written agreement. Nothing in this handbook affects the at-will nature of your employment, and no term, condition, policy or procedure found in this handbook or elsewhere should be construed as creating a contract, express or implied, for any term or condition of employment.**

While the Company will attempt to keep you informed of any changes in these guidelines, B and B may modify, add, delete or revoke any and all policies, procedures, practices and statements contained in this handbook at any time without prior notice. It is your responsibility to keep informed of these changes. Your signed receipt of acceptance of this handbook is a condition of employment and acceptance of your status as an employee at will. In addition, your continued employment is also reflective of your acceptance of these and other terms contained in this handbook.

**Nothing in this handbook is intended to interfere with your rights to engage in lawful protected concerted activities, including discussion of the terms and conditions of your employment, under the National Labor Relations Act.**

B and B is successful because of its people. You are its most important asset. Our combined efforts make B and B the success it is and will ensure its continued strength and growth.

Times are changing - both economically and socially. You have my pledge that I will continue my efforts to make this Company a great place to work. With your best efforts and mine, we will have an economically sound and rewarding future.

*Silverio Osorio, President  
B and B Maintenance*

## **About B and B**

B and B was established in 1979 as a window washing and janitorial service company servicing the Chicago market. Today, B and B provides a full spectrum of facility services including janitorial, window washing, carpet care, pressure washing, upholstery cleaning, floor care, painting, minor construction, maintenance technicians as well as support personnel to assist with mailroom, kitchen and asset recovery functions. We have also expanded our operations, currently providing services in fourteen states. Our growth has been due to the exceptional customer service we provide our customers. As employees of B and B we look to you to help us achieve our mission "Serving Beyond Expectations". By treating our customer's facilities the way we would our homes, we have a competitive advantage over our competition. B and B rewards your efforts with our employee of the month award as well as recognition in our newsletter.

## **Your Employment with B and B**

- A. Equal Employment Opportunity** We are an equal opportunity employer. Qualification for employment and promotion are based upon ability to perform the job, and upon performance, dependability, and reliability once hired. Throughout this handbook, the interchangeable use of masculine and feminine pronouns is in no way intended to exclude members of the opposite sex, race, color, religion, sex, national origin, physical disability, and age are not considered in employment, pay, benefits or advancement opportunities. Everyone will be given equal opportunity commensurate with their abilities. Laws regarding veterans' status will also be observed. We earnestly seek the cooperation of all employees in helping to maintain this policy.
- B. Anniversary Date** The first day on which you report to work is your official anniversary date: this will be used to compute paid time off allowances and other benefits as described in this handbook.
- C. Full-Time, Part-Time and Temporary Employment** In order to be classified as a full-time employee you must be regularly scheduled to work at over thirty (30) hours per week to be eligible for health care benefits. In order to be classified as a part-time employee, you must be regularly scheduled to work less than thirty (30) hours per week. Temporary employees are so advised of their status and will receive no benefits described in this manual unless specifically granted on occasion at the sole discretion of management.

- D. Location/Transfer** When hired, employees are assigned to a time, shift and particular building based on needs of the Company. Should those needs change, you may be reassigned to a different building or shift without your consent.
- E. Your Immediate Supervisor** The person you are assigned to on the job is your immediate supervisor. This is the individual to see first if you have any questions, complaints, problems or suggestions.
- F. Change of Status** If you change your name, address, phone number, marital status or number of dependents, it is your legal responsibility to notify your immediate supervisor. There are legal benefits due to you and/or your beneficiaries. It is very important that your record is current and accurate.
- G. Good Housekeeping** Neatness and good housekeeping are signs of efficiency. We pride ourselves in having modern, well-equipped facilities; they show both our customers and suppliers that we care about the environment in which we work and that we are professional. We ask that you help in maintaining these facilities by keeping your work area in good order at all times. Report anything that needs repairing or replacing to your supervisor.
- H. Dress Code** You are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Uniform shirts or smocks, along with long pants and closed toe shoes are required to be worn at customer sites at all times. Hats, baseball caps, extremely baggy or oversized jeans/pants are not acceptable attire. Clothes must be in good condition, without rips or holes. If your clothing does not meet Company standards you will not be permitted to work and will not be paid for the hours missed.

We provide you with three (3) uniform shirts or smocks as well as B and B ID, customer keys/access devices. You must return all customer and company property to us in the event of separation from employment with the Company; otherwise, the cost will be deducted from your final paycheck.

- I. Personnel Files** The Company maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with the Company; such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. Consistent with applicable law you may schedule time to review your personnel file. If you are interested in reviewing your file, contact the Corporate Office to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify your supervisor of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

- J. Time Keeping System** It is mandatory for you to record your attendance at work each and every day you are assigned to work. Depending upon your location, this is accomplished either by placing a toll-free telephone call from our customer's location or by logging into an application from an electronic device. Telephone calls made into the time and attendance number from a cellular phone or any other phone outside of the customer facility will not be accepted and will be classified as falsification of time records. Likewise, you are not to log in to the application unless you are at a customer site. This call or login must be made at the beginning and end of your job at each worksite to which you are assigned. If you fail to call/log in or out, you must contact your supervisor immediately so he or she can notify the office so that we may document that you are at work and that you will be paid for that time.
- K. Employment Discrimination** B and B is committed to maintaining a workplace free of discrimination on the basis of any characteristics, whether actual or perceived, that are protected by applicable law, including race, ancestry, color, national origin, sex, age, religion, disability, marital or parental status, sexual orientation, military discharge status, or housing status. B and B will take appropriate measures to prevent and/or stop any such discrimination. Employment discrimination occurs when an employee is adversely affected with respect to any term or condition of employment because of any "Protected Characteristic" listed above or otherwise protected by law. Any employee who is aware of any conduct that may violate this policy should promptly report the conduct to his or her supervisor or to the Corporate Office
- L. Compliance with Local Laws** In some areas, state or local laws and ordinances are in effect which govern the workplace as to issues that may or may not be mentioned in this handbook. The Company will fully comply with all applicable federal, state and local laws and ordinances. While we believe that this handbook complies with all such laws, to the extent there is a conflict between the terms of this handbook and requirements imposed by any applicable law or ordinance, the Company will fully comply with the law or ordinance.
- M. Immigration Law Compliance** B and B is committed to employing only individuals who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present true and accurate documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form.

All employees must maintain the ability to prove their legal ability to work in the United States as a condition of continued employment. Violation of this policy, either by a new employee or by management, is unacceptable and may lead to discipline, up to and including termination. The Company takes its I-9 duties seriously. Any employee who violates this policy has no authorization to do so by management.

- N. Safety Rules** Safety is everybody's business. In most cases, use common sense; always obey posted warning and safety related signs. Report anything that needs repair or is a safety hazard to your supervisor. It is also your obligation by law (OSHA) to promptly report any and all injuries or illnesses, no matter how minor, which you incur on the job. Specific safety policies can be found on the Company's website under the EHS tab.
- O. Complaint Procedure** Talking things over usually helps. When you have a complaint or other problem, your supervisor is the first one to see. All Company employees should feel free, at any time, to discuss any personal matters which may affect their own or the Company's welfare. We have always had an "open door" policy under which anyone can express their opinion and seek answers from all levels of management. We want you to know that we care not only about you as employees, but we also care about you as individuals and want to be available to help you with any problem or situation you may have.
- P. Suggestions** All employees are invited to share their ideas and suggestions which may be of benefit to the Company and its operations or the employees and their welfare. For any suggestion that may be adapted and used by us, the employee contributing that suggestion or idea will be suitably acknowledged by the Company.
- Q. No Solicitation Rule** In order to prevent undue disruptions in the workplace, and in order to protect individuals from harassment and interference with their work, the following rules regarding solicitation and distribution of literature have been established by the Company:
- a. No employee may solicit or distribute literature to another employee for any purpose anywhere on Company or customer property during the working time of either employee.
  - b. No employee may distribute or post literature in working areas of the Company or customer at any time.
  - c. Authorized visitors and other persons who are not employed by the Company are not permitted to distribute literature or solicit employees anywhere on Company or customer property at any time.
- R. Employee Portal and Company Communication** The Company maintains an employee portal to keep you informed. The employee portal is an important source of information and is to be used solely by the Company to post information regarding policies, governmental regulations and other matters of concern to employees of the Company. You should develop a habit of checking the portal regularly so that you will be familiar with the information posted there.

In certain locations, the Company also maintains bulletin boards as another means to keep employees informed of important information. Employees may not post or tape any form of literature, printed or written materials, photographs, decorations or notices



of any kind on the bulletin boards, on the walls or anywhere else on the Company or customers property. Also, bulletin boards may not be used by employees or outside parties for the posting of advertisements, solicitations, announcements, sales of personal property, or any other matters.

**S. Smoking** No smoking will be allowed in any B and B office or customer workplace at any time. This policy is for the health and safety of all employees.

**T. Social Media** This section is intended to provide guidance to employees who participate in online communities, tools, and services that have generally come to be referred to as “social media.” Social media is constantly changing, but includes, for example, Facebook®, Instagram®, LinkedIn®, YouTube™, Flickr®, Twitter®, Pinterest®, “blogs,” online discussion groups, mailing lists, and forums, and other online publishing or communication tools. This policy applies to both business and personal social media use.

B and B views social media positively and respects the right of employees to use it as a medium of self-expression. If you choose to identify yourself as a B and B employee or to discuss matters related to B and B, including the Company’s staff, representatives, or customers, in social media some readers may view you as a spokesperson for B and B. Any employee that uses social media tools to discuss any such matters must adhere to the following:

**Follow B and B Policies and the Law:**

The same principles and guidelines that apply to employees’ activities in general apply to activities online. In general, what employees do on their own time is their affair. However, activities outside of work that may adversely affect your job performance, the performance of others, B and B’s customers, B and B’s business partners, or B and B’s interests are the proper focus of the Company’s policy. If you have any confusion about whether it is acceptable to publish something online, please refer to the B and B Employee Handbook and/or the Employee Portal for additional guidelines and policies. Pay particular attention to policies regarding harassment and protecting proprietary or confidential information.

If, after checking the policies, you are still unclear as to whether something is appropriate to publish, it is best to refrain and seek the advice of your Supervisor or the Human Resources Department.

**Business Use of Social Media Must be Specifically Authorized:**

For the most part, Company employees have no need to use social media to perform their job duties. In certain cases, B and B may decide that such use is in B and B’s interests, and may authorize particular employees to use specific social media tools within guidelines established by B and B. Business use of social media is prohibited absent such express authorization.

This includes, for example, social media posts intended to promote B and B, its products, or its services. Any user names, accounts, passwords, etc., that you use in the course of performing work for B and B and any communications or information contained in or transmitted via such an account are the sole property of B and B to the full extent permitted by any applicable state law, or user or license agreements. This includes, without limitation, “followers,” “contacts,” or “friends” associated with any account used for the Company’s business. Social media tools not provided by B and B should not be used for conducting Company business, including official business communications with fellow employees.

### **Speak in Your Own Voice:**

When B and B wishes to communicate publicly, it has established means to do so. Only those officially designated by B and B have the authorization to speak for B and B. When communicating through social media, you must make clear that you are not speaking on behalf of B and B unless you have been authorized to do so. You must consider whether any personal thoughts you publish may be misunderstood as expressing the Company’s positions.

You may provide links from your social media site or content to the B and B website. However, without B and B’s prior written authorization, you may not use the B and B logo or reproduce any Company material in any social media for commercial purposes or to engage in or depict any conduct that is unlawful or that violates B and B’s policies.

### **Be Careful What You Post:**

You should assume that your colleagues, our customers, and others may read anything you post online, even if you believe that you have posted it “privately.” For this reason, employees are strictly prohibited from posting any information about B and B, its employees, or its customers or business partners that is defamatory; that would violate B and B’s policies regarding harassment or workplace bullying; or that may reasonably be perceived as an express or implied threat of violence against B and B, its staff, customers, or business partners. Employees are also strongly cautioned against posting any information that may make them or B and B appear unprofessional, such as nude or sexually suggestive photographs or videos, messages depicting or promoting the abuse of firearms, drugs, or alcohol, or comments disparaging products or services offered by B and B. Because of the risk that unauthorized third parties may read or intercept it without your knowledge, you should not share trade secrets or proprietary or confidential information belonging to or regarding B and B, its staff, its customers, or business partners in social media. Out of respect for our business relationships, you should never identify (by name or otherwise) our customers and business contacts in any personal social media post. You should also be aware that information posted online may be used by B and B to investigate suspected misconduct or violations of the Company’s policies.

**Note that nothing in this Social Media Policy or B and B’s other policies that may apply to online conduct prohibits employees from disclosing or**

**discussing, or authorizing the disclosure or discussion, of their own compensation, benefits, performance evaluations, or other terms and conditions of their employment with B and B or otherwise engaging in concerted activity protected by Section 7 of the National Labor Relations Act.**

## **Wage & Salary Policies**

- A. Payday** All employees are paid either weekly or bi-weekly. Pay is distributed on Friday. Should a payday fall on a recognized legal holiday, the payroll will be distributed on the last workday immediately preceding the holiday.
- B. Hours of Operation** Our Corporate Office hours are 7:30 a.m. through 5:00 p.m. CST (Central Standard Time), Monday through Friday. The Corporate office number is (847) 550-6060. For payroll purposes, Saturday is recognized as the beginning of the workweek. The particular hours of work and the scheduling of lunch/meal periods will be determined and assigned to you by your supervisor.
- C. Overtime** Due to the nature of our business, it is sometimes necessary for employees to work beyond their normal work schedule on a given day or week. Although the Company will attempt to fill overtime needs on a voluntary basis, any employee may be required to work overtime when the need arises. The Company will attempt to give as much notice as possible for overtime scheduling. Employees may not work overtime hours unless specifically authorized in advance by their supervisor; overtime worked without prior authorization from a supervisor may result in disciplinary action, up to and including termination. Failure to report for overtime duty, whether volunteered or assigned by the Company will be considered under the Company's attendance and tardiness policy in the same manner as an absence that occurs during regular working hours.
- D. Automated Timekeeping Systems** By law we are obligated to keep accurate records of the time worked by hourly employees. This is done by telephone via the Company's timekeeping system, by mobile application, and written documentation. Only authorized payroll personnel have the authority to alter actual time records. You also must not engage in off-the-clock or unrecorded work. It is a violation of the Company's policy for any employee to falsify a timecard, or to alter another employee's timecard. It is also a violation of Company policy for any employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timecard to under- or over-report hours worked, this includes calling in and out for another employee. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, you must not do so. Instead, report the incident immediately to your supervisor or to the Corporate Office.

## **Reporting Errors or Problems**

All employees are responsible for reviewing their pay stub each pay period and immediately reporting any problems or errors to their supervisor or the Corporate Office so that they can be fixed. This includes, but is not limited to, reporting incorrect deductions or missed or inaccurate time reporting or overtime hours.

The Company will not take adverse action against any person for making a good faith report under this policy, regardless of the outcome of the investigation. Similarly, the Company will not take adverse action against any person (other than someone who is found to have violated this policy) for providing truthful information in connection with an investigation under this policy in any respect. Any employee of the Company who retaliates against another employee for making a report or participating in an investigation under this policy will be subject to discipline, up to and including termination.

- E. Raises** Wage and salary increases are unilaterally decided by the Company at its sole discretion and are typically based on merit and the Company's financial health.

## **F. Employee Referral Program**

B and B is always looking for good, quality employees, and you can help. Research has shown, and our own experience supports this, that new hires that come into a Company through employee referrals are excellent contributors, stay with the company longer, and are a more cost effective recruit. All non-exempt or non-supervisory positions are eligible to participate in the B and B Employee Referral Program.

**Program Requirements:** The candidate must pass all background checks, e-verify screenings, and drug tests; the candidate must remain a B and B employee for ninety (90 days). The candidate must put your name as the person who referred them on the initial application. A referral form must be filled out and returned to Human Resources for approval. The referral bonus will be \$50.00. This cash award is considered taxable income to the employee but will be "grossed" up to cover taxes so the actual amount received is \$50.00. It will be included in the employee's paycheck in accordance with regular payroll dates. There is no limit on the number of referrals for which the employee can earn a bonus. Any inquiries should be directed to your immediate supervisor or Human Resources.

## **G. Attendance**

To fulfill our obligation to our customers, and in fairness to your fellow employees, you are expected to report for work when scheduled. Punctuality and regular attendance are essential to the proper operation of the Company. A good attendance record also helps you establish a good working reputation and increases your opportunities for advancement. Because of your importance to the Company, any absence presents a hardship. Repeated absenteeism or tardiness is not acceptable.

If you are unable to report to work or are going to be tardy, you are required to call your supervisor in advance of your tardiness or absence. Texting is not a suitable means and will not be tolerated, you must call. If you are unable to do so yourself, it is your responsibility to have someone else notify your supervisor for you as soon as possible. If you must leave work for any reason before the end of your scheduled shift, you must inform your supervisor before you leave. Although you are required to notify your supervisor as soon as possible in the event you will be absent, tardy, or leaving early, please understand that providing such notice does not mean that you will not be disciplined for the incident.

Absence for three consecutive days with no notice to the Company will be considered a voluntary resignation and will result in termination of employment. In addition, if you fail to report your absence in advance, you may not be eligible for paid time off for the day(s) missed. Repeated absence or tardiness will result in disciplinary action, up to and including termination, even where you call to report the absence or tardiness.

## Benefits

**A. Holidays** After one (1) calendar month of full-time employment, employees are eligible to be paid for and have the day off for the following holidays each year:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

To receive holiday pay, an employee must work the day before and after the holiday. If one of the above holidays should fall on a Saturday or Sunday, the holiday will be observed on an alternate date established by the Company. (Revised February 2021)

**B. Paid Time Off (PTO)** B and B recognizes that employees occasionally need to take time away from work for vacation or due to personal reasons such as illness, to care for family members, to address effects of domestic violence or sexual assault, or to attend to personal business.

Rather than providing separate vacation and sick or personal leave, the Company provides eligible employees with Paid Time Off or "PTO" that employees can use for any qualifying reason. PTO is paid at the employee's normal hourly rate on the same schedule as their regular wages or salary.

### Eligibility

All full and part-time employees are eligible to earn PTO.

### **Earning PTO**

Employees earn PTO each pay period during which they are actively employed, based upon the number of full years of continuous employment an employee has completed as of January 1 of each year. PTO is earned at the following rates up to a maximum of 40/80 hours per year unless otherwise required by law:

<b>Completed Years of Continuous Employment as of January 1:</b>	<b>PTO Earned:</b>
<b>0-5</b>	1 hour per every 40 hours worked up to 40 hours per year
<b>6 or more</b>	2 hours for every 40 hours worked up to 80 hours per year

### **Using PTO**

Employees may begin using earned PTO 90 calendar days after beginning work for the Company.

Please understand that if you use all your PTO for whatever reason (for example, using all PTO for vacation time) you will not be entitled to additional PTO if you later get sick and need time off.

Employees may only use PTO for authorized reasons. Employees using PTO for unauthorized purposes or who have demonstrated a pattern of abusing PTO may be denied the right to use PTO in the future and will be subject to discipline, up to and including termination of employment.

### **Coordination With Other Leave**

To the extent permitted by law, PTO used for sick or family leave will be counted concurrently towards other leave to which employees may be entitled under federal, state or local law. B and B normally requires employees to use earned PTO when taking other statutorily-authorized leave that would otherwise be unpaid.

### **Unearned PTO (Revised January 2021)**

To provide employees with flexibility in their use of PTO, B and B may permit employees to use PTO that has not yet been earned, but which the employee is expected to earn in the current calendar year, if they remain employed with the

Company through the end of the year. However, B and B reserves sole discretion to decide whether employees may use PTO before it is earned.

If an employee leaves the Company for any reason before earning all PTO that the employee has used, the employee, where permitted by applicable law, will be required to repay the Company for any unearned PTO taken by the employee. B and B may require employees to sign a repayment agreement prior to using any unearned PTO.

## **Notification Requirements**

### **Vacation**

Employees using PTO for vacation time are to use B and B Vacation Request Form which can be found on the Employee Portal (or requested from your supervisor) and should be submitted no less than 3 weeks in advance of the first day requested off. Normally, only one person may be on vacation at a time, with preference given to the employee who has made known his/her vacation dates first. Vacation requests must be signed by your supervisor or manager. Approval of vacation requests are based on the needs of the Company. B and B has the right to refuse an employee's application for vacation if, in the Company's sole judgment, scheduling the vacation at the time sought would be inconsistent with the smooth operation of the Company's business.

### **Scheduled Absences**

Whenever possible, employees are required to schedule their absences, including any PTO, as far in advance as possible under the circumstances. If you wish to use PTO, you should talk to your manager as soon as possible, and submit a Leave Request Form to Human Resources as explained in the Absence Notification Policy. It is expected that employees will provide 7 days' notice for PTO used for anticipated or scheduled sick or personal leave (such as for annual doctor's check ups or pre-scheduled procedures or screenings). Failure to comply with these requirements or to otherwise provide reasonable notice may result in denial of PTO.

Further, while B and B will make every effort to grant your PTO request, it is possible that your request may be denied depending on business needs. Additionally, the Company may cancel previously approved PTO requests or require that PTO be taken on certain days.

### **Unscheduled Absences**

If you need to use PTO for an unforeseen reason, such as a sudden illness or to provide care to a sick family member, you must notify the Company of your absence as soon as possible using the process explained in the Absence Notification Policy. B and B will evaluate requests for unscheduled PTO on a case-by-case basis, and you may be required to provide information and documentation to substantiate your need

for time away from work and why your absence could not be scheduled ahead of time. At its sole discretion, the Company may apply PTO to any qualifying absence.

### **Documentation**

Consistent with applicable law, B and B may require written documentation from a health care provider, counselor, police or court (in the case of domestic violence) to support the reasons for PTO.

### **Increments**

Employees may use PTO in one-hour increments.

### **Unused PTO**

B and B encourages all employees to use all of their PTO each year. If PTO is not used, the Company **will not pay out** any remaining accrued PTO at year end. To the greatest extent permitted by law, B and B does not allow employees to carry over PTO from year-to-year except to comply with state and local paid sick/family leave requirements.

If an employee leaves the Company's employment for any reason, B and B will pay the employee for any unused PTO that the employee has earned as of the employee's separation date only if required by law.

- C. Leaves of Absence** Generally, a leave of absence is time off in a non-pay status. An employee must request a leave of absence in writing to his/her supervisor, giving as much advance notice as possible. Leaves of absence will not be granted for periods less than two (2) weeks in duration.

By law, **maternity leave** is treated as any other disability and the foregoing applies equally to it.

At the employee's discretion, any earned PTO time may be used in lieu of any unpaid time off for a disability leave of absence.

Employees who develop an illness or physical condition that requires medical treatment or restrictions and precautions as to their health, will be required to submit a physician's statement giving approval that continued full-time employment in their present position will not jeopardize their health or the safety of others.

- D. Family and Medical Leaves of Absence** B and B is committed to compliance with the Family and Medical Leave Act of 1993 (the "FMLA"). The FMLA allows eligible



employees to take up to 12 weeks of job-protected, unpaid leave per year for certain specified reasons, and up to a total of 26 workweeks of leave to care for a family member who is a “covered servicemember” recovering from injury or illness incurred during active duty military service. A description of your rights and responsibilities under the FMLA is included in Appendix A and B at the end of this handbook.

**E. Military Leave** B and B grants military leave in accordance with federal and state laws. As part of its civic commitment, the Company will provide unpaid military leave to the fullest extent required by applicable law for employees who require time off work to satisfy military commitments. An employee is required to provide evidence of military orders received. Reinstatement following military leave is provided to the full extent required by applicable law. An employee leaving for military duty may choose to use or not use any accrued PTO time during the leave. Employees with questions about military leave should contact The Corporate Office.

**F. Family Military Leave** Under the Illinois Family Military Leave Act, eligible employees who are the spouses or parents of a person called to state or federal military service lasting longer than thirty days are eligible for leave up to thirty days of leave.

An employee is eligible if he or she has worked at least twelve months and at least 1,250 hours in the twelve months immediately preceding the requested leave. Furthermore, an employee must first exhaust all of his or her accrued vacation, personal and compensatory leave (except sick and/or disability leave) before he or she is eligible for family military leave under the Act.

**G. Bereavement Leave** Employees may request up to 3 days of unpaid leave or PTO due to the death of an immediate family member. “Immediate family” includes a spouse, child, parent, sibling, grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, and sister-in-law. Employees should notify their immediate supervisor of the need for bereavement leave as soon as possible

**H. Leave To Vote** Several states’ laws provide employees time off to vote. B and B will comply with these laws. Employees in states other than Illinois should check their state’s requirements and/or the Company’s website for further information about time off for voting.

Illinois employees are entitled to, upon at least one day’s notice, up to two paid hours during the workday to vote. The leave is applicable to all scheduled and special elections, including primaries. To be eligible for this paid leave, an employee’s working hours must begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls.

**I. VESSA Leave (Illinois employees only)**

An Illinois employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence may take up to twelve (12)

workweeks of unpaid leave in a twelve-month period to address issues arising from domestic or sexual violence. Leave taken under the Victims' Economic Security and Safety Act (VESSA) may not exceed or be in addition to the unpaid leave time available under the Family and Medical Leave Act (FMLA), if FMLA leave is also available.

If you are interested in finding out more information about this leave and policy, contact the Corporate Office. Your call will be treated confidentially.

- J. Jury Duty** When you serve on a jury, or are subpoenaed in a trial, B and B will protect you against loss of pay by reimbursing you for your regular working hours missed up to a total of 3 days, less all compensation earned while serving as a juror or witness. (In some cases, subpoenaed witnesses may not receive compensation for time missed. Compensation would be at the manager's discretion.)

To receive this benefit:

- You must notify your manager immediately upon learning of your obligation for jury duty.
- Actual jury duty hours or time spent as a witness must overlap your regularly scheduled work hours. You will not receive pay from B and B for jury or witness duty during your normal off hours or off days
- Once you are excused or released from jury duty or as a witness, you are expected to return to work promptly.
- You must give your manager written verification from the court of your service, the dates of that service, and all fees and compensation paid to you by the court for service as a juror or as a witness.

- K. Health Insurance** The Company offers health coverage to all eligible employees. All regular full-time employees are eligible to join following completion of two months of employment (**coverage will begin the first of the month following two months of employment**). The insurance pamphlet describing the various benefits and coverage will be available for you to review and select one month prior to your eligibility date. For more information about health insurance please contact the Corporate Office at (847) 550-6060.

- L. Short Term Disability** The Company pays for a short-term disability plan for Full-time employees and those eligible employees working in the state of New York. This plan provides the disabled employee with a guaranteed income of 60% of their weekly income, up to a maximum of \$125 per week for the duration of the disability, not to exceed twenty-six (26) weeks. (**Eligibility after 3 months of employment for full time employees with the exception of those employees in New York as well as those employees in other exempt states. Please contact Human Resources for further details**).

- M. Continuation of Health Benefits (COBRA)** In most circumstances, it is your right under applicable law (COBRA) to continue group health benefit coverage at your own expense following the termination of your employment with the Company (unless termination results from gross misconduct on your part), during any leave of travel absence, or upon any other “qualifying event” as defined by applicable law. At the time of your termination or other qualifying event, the Company will advise you of these rights in more detail.
- N. Garnishments, Liens, Wage Assignments, and Child Support Withholding** If your wages are attached as a result of a properly executed garnishment, wage assignment or child support withholding, the Company is required by law to deduct amounts shown.
- O. Expense Reimbursement Policy B and B** pays or reimburses employees for all reasonable business expenses that they incur within the scope of and directly related to their work for the Company, subject to the terms and conditions in this policy.

### **Coverage and General Guidelines**

The Company will pay or provide reimbursement only for business expenses that are:

1. Reasonable;
2. Required of the employee in the discharge of the employee’s duties to the Company;
3. Primarily for the benefit of the Company.

Employees are expected to exercise good judgment regarding expenses covered under this policy. Employees who anticipate incurring expenses that are not specifically addressed in this policy must discuss with their manager whether the expenses can be authorized. Unauthorized or excessive expenses, fines or tickets while driving a Company vehicle or driving a personal vehicle for Company business, non-business subscriptions, and personal trips are some examples of non-reimbursable expenses.

### **Documentation**

Employees must submit acceptable documentation with their expense reports to substantiate all business and travel expenses. Acceptable documentation is business and travel expense amounts, dates, and locations where expenses are incurred, and the business purpose of expenses. If expenses are incurred on behalf of individuals who are not employees of the Company, employees must verify the business relationship between the Company and nonemployees on whose behalf expenses are incurred. Examples of acceptable documentation include original invoices and receipts issued by vendors and employees' credit card receipts. Expenses for airline travel are to be documented by the invoice received from the travel agency (if utilized)

or the website from which the airfare was purchased. Boarding passes are to be attached to the final expense report if the airfare was reimbursed prior to the trip.

Photocopies of acceptable documentation can be submitted only if employees verify that original invoices or receipts have been lost. If supporting documentation is nonexistent, missing, or lost, the employee must submit a signed statement documenting the expenditure and explaining the reason for the lack of documentation.

Employees who incur approved business or travel expenses are expected to complete their Company expense reports as soon as practicable and, in all cases, must complete those reports within 30 days after expenses are incurred in order to receive reimbursement promptly. Employees must identify each expense separately and submit completed expense reports and required, acceptable documentation to their supervisor using the Company's expense report form and gas purchase log (available on the employee portal to the Company website).

## **Expense Guidelines**

### **Continuing education and professional development.**

The Company will pay or reimburse employees for reasonable continuing education or professional development expenses related to their current positions that primarily benefit the Company. Such expenses may include but are not limited to:

1. Dues and fees for employees' membership in professional associations, groups, or organizations;
2. Fees for attendance at conferences, seminars, or training classes;
3. Subscriptions to journals, periodicals, and publications related to the Company's business and the employee's job.

All expenses in this category must be expressly approved by the Corporate office before they are incurred. The Company reserves sole discretion to determine whether any such expenses are related to and required for the employee's job.

The Company does not reimburse employees for costs associated with obtaining academic degrees. Expenses associated with training or certifications required by the Company but not by applicable law will be reimbursed, subject to prior approval by the Corporate office.

## **Personal Vehicles**

The Company does not pay or reimburse employees for the cost of transportation from home to work. If an employee is temporarily assigned to an alternate work location,

they are likewise responsible for their own transportation from home to work and will not be reimbursed by the Company.

Employees who use their personal vehicle for business-related travel during the workday are paid a monthly stipend. The stipend is intended to reimburse employees for the full cost of their vehicle usage including, wear and tear, and maintenance. In addition, employees are reimbursed for the costs of business-related, travel, gas, parking and tolls. The Company does not offer any additional payment or reimbursement to employees who use their personal vehicle for the cost of oil, insurance, or other vehicle expenses. The Company also does not pay or reimburse for fines or other expenses resulting from parking or traffic violations, or for damage to personal vehicles, unless such damage was caused by negligence on the part of the Company.

Employees who use public transportation for local business travel are paid or reimbursed for the cost of bus, subway, taxi or ride sharing service fares.

### **Travel Expenses**

The Company reimburses employees for transportation, lodging, and meals associated with business travel. Employees are expected to select the least costly reasonable travel arrangements consistent with the purpose of their trip.

The Company reimburses employees for the cost of meals, including tips, incurred during business travel, subject to the following per meal or per day maximums: *\$35.00* per day per employee travelling 200 miles from home. Any meal expenses over and above these maximums must be expressly approved by an employee's supervisor.

### **Meals and Entertainment**

Reasonable and customary expenses for meals and entertainment of customers, vendors, or employees or potential employees (applicants or recruits) are reimbursable when the main purpose is business-related. Employees are expected to use good judgment and common sense when incurring such charges. The Company reserves the right to deny reimbursement for charges it deems unreasonable or excessive. If there are questions about whether a particular meal or entertainment charge will be reimbursed, employees are encouraged to discuss it with their supervisor or management prior to incurring the charge.

### **Mobile Phones and Internet**

The Company supplies mobile phones to those managers and supervisors required to use a mobile device for work. As a reminder, employees are not to use their

personal mobile devices for Company business. All employees who choose to use their personal mobile device for any work-related purpose is for that employee's own convenience and will not be reimbursed by the Company for any associated costs. Likewise, the Company does not require employees to work from home. Therefore, home phone or internet service will not be reimbursed.

- P. Non-Disclosure and Confidentiality** As a result of your employment with B and B, you will acquire and have access to confidential information belonging to the Company of special and unique value. This includes such matters as B and B's personnel information, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as other information specific to the Company.

All of this information is strictly confidential. As a condition of employment, you must and hereby do agree that all such information is the exclusive property of B and B, and you will not at any time disclose to anyone, except in the ethical and responsible exercise of your job, any such information whether or not it has been designated specifically as "confidential." This obligation to maintain **confidentiality applies both during your employment, as well as for an indefinite period of time following the end of your employment with B and B.** If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification. Any doubts regarding whether the information is confidential should be resolved in favor of confidentiality. Violation of this policy may result in disciplinary action, up to and including termination.

**Nothing in this Policy or Handbook prohibits employees from discussing or reporting facts underlying, or participating in investigations concerning, crimes, discrimination, or harassment. Nor is this Policy intended to interfere with your rights to engage in lawful protected concerted activities, including discussion of the terms and conditions of your employment, under the National Labor Relations Act.**

- Q. Requests For Information Regarding Current Or Former Employees** During the course of business, it is fairly common to receive inquiries from outsiders for various information regarding current or former employees. In the event of such an inquiry, it is the policy of the Company to limit its response to confirm dates of employment and position held. Additional information will be provided only if the employee or former employee has provided signed authorization in advance to release additional specified information.

If you receive a telephone call, letter, or any other request for information about a current or former employee of the Company, you should immediately direct the call to The Corporate Office with no further response.

# Discipline and Termination

**A. Rules of Conduct** Every organization must establish certain regulations that are mutually beneficial to the Company and to the employees. The following prohibitions, by necessity, are not all-inclusive; any type of conduct that would detract from your suitability as an employee of the Company is subject to disciplinary action, including termination, at the discretion of management:

1. Intentionally giving false or misleading information as a means of obtaining employment
2. Theft or deliberate destruction of Company or customer property
3. Damage or loss of Company or customer property, through abuse, indifference, neglect, or carelessness
4. Failure to clock in and out using proper procedures
5. Falsification, alteration, or improper handling of Company or customer related records, including time records
6. A breach of trust resulting in threat to the Company's business interest
7. Disclosure or misuse of Company or customer's confidential information
8. Misuse of the Company's electronic information systems
9. Leaving a bank (or other customer facility) door unlocked, not secured, or open at the end of your shift
10. Violation of any Company policy, including substance abuse and anti-harassment policies
11. Possession, use, sale, manufacture, purchase, or working under the influence of non-prescribed, illegal, or recreational drugs, alcohol, or other intoxicants
12. Participation in criminal activity
13. Poor work performance
14. Talking on cell phone while at work for a non-work related or non-emergency call
15. Insubordination: Refusal to obey the directions or reasonable requests of your supervisor or other insubordinate conduct
16. Tardiness or unexcused absence or any violation of attendance policy
17. Violation of Company and/or customer safety policies
18. Fighting or violence on Company and/or customer premises
19. Unauthorized possession or concealment of weapons
20. Behavior/Language of a threatening, abusive or inappropriate nature
21. Failure to follow customer rules and regulations
22. Unauthorized people or animals on Company or customer property (includes children and those not employed with B and B)

**B. Termination** There is no more difficult time in the life of an employer or employee than when a decision must be made on firing that employee. It is the Company's

expectation that through the encouragement of free and candid communication among employees, managers and management, potential job-threatening problems can be identified and corrected. Therefore, termination becomes unnecessary.

However, as much as an employee can terminate his or her employment with the Company at any time and for any reason, the Company can terminate an employee at any time and for any reason. The Company subscribes to the policy of "employment at will." Continued employment with the Company is at the sole and exclusive option of Company management. Permanent employment or employment for a specific term cannot be guaranteed except by an enforceable, written, executed agreement.

While we do not like to lose good employees, we understand that situations may develop which lead employees to decide to resign their employment with the Company. In these situations, the Company expects employees to put their resignation in writing and to provide the Company with at least two weeks' notice of their intention to resign. The Company will not discharge any employee on the basis of (actual or perceived) race, ancestry, color, national origin, sex, age, religion, disability (not job-related), marital or parental status, sexual orientation, military discharge status, housing status, political affiliation or other characteristics protected by law.

The Company will attempt to be fair in each instance where a decision on termination must be made. Being fair means being flexible; it also means taking the interests of co-employees and the Company into account as well as the interests of the affected employee. Every decision to discharge will be reviewed by management. Normally, advanced notice will be given; however, some circumstances may require that the discharge be immediate.

Again, the Company urges all employees to discuss any problems with their supervisor. Additionally, supervisors are directed to bring any employee's problem promptly to his or her attention so that he or she will have an opportunity to correct them before disciplinary action or discharge becomes necessary.

## **Sexual Harassment and Inappropriate Conduct Policy**

B and B is committed to maintaining a workplace free from harassment and other inappropriate conduct by its employees, vendors, and customers toward any person, whether on Company or customer premises or in connection with the Company's business (including by telephonic, electronic, or paper-based communication). Harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents harassment in the workplace. This Policy is one component of B and B's commitment to a discrimination-free work environment.



Sexual harassment is against the law<sup>1</sup> and all employees have a legal right to a workplace free from sexual harassment. Employees are urged to report sexual harassment by filing a complaint internally with B and B. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

**Policy:**

1. B and B's policy applies to all employees, applicants for employment, customers, vendors, interns, contractors, and persons conducting business, regardless of immigration status, with B and B. In the remainder of this policy, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. B and B will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Company who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, contractors, vendors, interns, or customers or other persons conducting business in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Human Resources. Any person who believes he/she has been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject B and B to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be disciplined for such misconduct.
5. The Company will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. B and B will keep the investigation confidential to the greatest extent possible. Effective corrective action will be taken whenever sexual harassment is found to have

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<sup>1</sup> While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited including age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. B and B provides an Employee Hotline (866) 459-8350 as well as a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Human Resources.
8. This policy applies to all employees and all must follow and uphold this policy. This policy is provided to all employees and is posted on the employee portal of the Company's website and will be provided to new employees upon hire.

### **What Is "Sexual Harassment"?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of: subjecting an individual to inferior terms, conditions or privileges of employment because of the individual's membership in a protected class; unreasonably interfering with an individual's work performance, or: creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment. No officer, manager or supervisor has the authority to request or require an employee or applicant to submit to sexual harassment as a condition of receiving any job benefit (such as a raise or promotion) or avoiding any job detriment (such as a pay cut or a demotion).

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **Examples of Sexual Harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person’s body or poking another person’s body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:

- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

### **Who can be a target of sexual harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. Various State and Local laws protect employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

### **Where can sexual harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (*e.g.*, threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. Employees engaged in the following activities are protected against retaliation when they:

- make a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testify or assist in a proceeding involving sexual harassment under federal, state, or local human rights laws or other anti-discrimination laws;
- oppose sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- report that another employee has been sexually harassed; or

- encourage a fellow employee to report harassment.

The Company will not retaliate against any person for making a good faith complaint under this policy, regardless of the outcome of the investigation. Similarly, the Company will not retaliate against or discipline any person (other than a person who is found to have violated this policy) who provides truthful information in connection with an investigation. Any employee of the Company who retaliates against another employee for utilizing the procedures in this policy will be subject to discipline, up to and including termination.

If any employee believes that he or she has been retaliated against for exercising his or her rights under this policy, the employee should report such conduct using the complaint procedure set forth above. Because false accusations may have serious impact on the person accused, any employee who makes a complaint that he or she knows to be false will be subject to disciplinary action, up to and including termination.

## Reporting Sexual Harassment

**Preventing sexual harassment is everyone's responsibility.** B and B cannot prevent or remedy sexual harassment unless it knows about it. Anyone who believes that he or she has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or to Human Resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or to Human Resources.

Reports of sexual harassment may be made verbally to a supervisor or manager or Human Resources, or to the Employee Hotline 866-459-8350. A report may also be made in writing. A form for submission of a written complaint can be found on the employee website. All employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

## Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to Human Resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

## **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. B and B will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

A request not to investigate a reported violation of this policy cannot be honored.

While the process may vary from case to case, investigations normally will be done in accordance with the following steps:

- Upon receipt of complaint, Human Resources will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, the complaining person will be encouraged to complete the "Complaint Form" in writing. If he or she refuses, Human Resources will prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, the investigator will take steps to obtain, review, and preserve them.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

- A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
  - Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
  - Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

## **Legal Protections And External Remedies**

Sexual harassment is not only prohibited by B and B but is also prohibited by state, federal, and, where applicable, local law.

Aside from the Company's internal process, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

### **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e *et seq.*).

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

### **State Human Rights Laws**

Each state where the Company operates has its own counterpart to the EEOC that handles workplace discrimination issues. Please see Appendix C or the Company's website for contact information for your state's agency.

Complaining internally to B and B does not typically extend your time to file with the EEOC or state or local agencies or in court. And you do not need an attorney to file a discrimination charge with the EEOC or state or local agencies.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. You should contact the local police department for further information.

## **Conclusion**

This handbook is meant to answer many of the questions you may have about working here. If there is an area that you are unsure about please let us know.

People are our most important asset. They bring us their time and talent. We, in turn, provide them with opportunity. Consequently, your well being is important to us, and we are anxious for you to gain knowledge of the business and an enthusiasm for the Company that we hope will lead to a long career with us.

We are pleased that we are in business together!

## **ACKNOWLEDGMENT**

I acknowledge having received and read a copy of the B and B Employee Handbook. I understand that this is not an employment contract but does contain information necessary for good order, discipline, and fulfillment of my responsibilities to my employer. In addition, I also acknowledge having read and understood the Substance Abuse and Sexual Harassment policies.

I understand that the information contained in the Company's Handbook represents guidelines only, and that the Company reserves the right to modify this Handbook or



amend or terminate any policies, procedures, or employee benefit programs at any time, or to require and/or increase contributions toward these benefit programs.

I understand that this Handbook is not a contract of employment, expressed or implied, between the Company and I, and that I should not view it as such.

I understand and agree that this revised version of the Company's Handbook supersedes all prior versions that have been issued by the Company.

Furthermore, as B and B is an "at-will" employer; it is understood and agreed that this employment is not for any definite period or succession of periods, and that it may be terminated either by myself or by the Company at any time, with or without notice.

I further understand that no manager or representative of the Company, other than the President, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in writing and signed by both the President of the Company and me.

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(Print Name of Employee) Employee's Signature Date

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Last Four Digits of Social Security #

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(Print Name of Management Witness) Signature of Management Witness Date

# APPENDIX A

## FMLA

The following is a description of the Company's specific policies and procedures relating to FMLA leave.

### ELIGIBILITY

FMLA leave is available only to certain eligible employees. To be an "eligible employee" under the FMLA, you must:

- 1) Have been employed by the Company for a total of at least 12 months; and
- 2) Have worked at least 1,250 hours for the Company during the twelve months before the date on which your leave is to begin;
- 3) Work at a location where there are at least 50 employees employed by the Company within 75 miles.

### REASONS FOR FMLA LEAVE

If you are an eligible employee, you may take leave under the FMLA for the following reasons:

- For a serious health condition that makes you unable to perform the essential functions of your job;
- For the birth of your child, and to care for your newborn child;
- For the placement with you of a child for adoption or foster care;
- To care for your spouse, child (who is under 18 years of age or incapable of self-care due to a physical or mental disability), or parent (not a parent-in-law), who has a serious health condition;
- To address "qualifying exigencies" that arise because your spouse, son, daughter, or parent is a member of the Armed Forces who is on or has been notified of an impending covered active duty deployment to a foreign country;
- To care for a spouse, son, daughter, parent, or next of kin who is a "covered servicemember," while the covered servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

### DEFINITIONS

Eligibility for FMLA leave will be determined in accordance with the definitions set forth in the FMLA and the applicable FMLA regulations in effect at the time your eligibility for leave is being determined. The following definitions are summaries provided for your convenience, and are not intended to modify the definitions set forth in the FMLA or the applicable regulations, to modify any rights that may exist under the FMLA, or to create any right to leave not otherwise required by the FMLA.

#### **Serious Health Condition**

For purposes of the FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or any period of incapacity or subsequent treatment connected with such in-patient care; or
- Any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities due to the condition, treatment for the condition, or recovery from treatment), which is:
- More than three consecutive calendar days and involves
  - One in-person treatment by a health care provider, a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider, followed by a second in-person treatment visit that occurs (absent extenuating circumstances) within 30 days of the first day of incapacity; or
  - One in-person treatment by a health care provider, a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider, that results in a continuing regimen of continuing treatment under the supervision of a healthcare provider; or
- Due to pregnancy or prenatal care; or
- Due to a chronic condition that requires period visits (at least twice per year) for treatment by a healthcare provider, or by a nurse under direct supervision of a health care provider, that continues over an extended period of time, and that may cause episodic rather than a continuing period of incapacity (for example, asthma, diabetes, epilepsy, etc.); or
- Permanent or long-term conditions for which treatment may not be effective, but for which you or your family member are under the continuing supervision of (but need not be receiving active treatment by) a health care provider; or
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) or kidney disease (dialysis).

Ordinarily, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraines, routine dental or orthodontic problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

With regard to substance abuse (including alcohol abuse), FMLA leave may be taken only for treatment of substance abuse by or on referral from a health care provider. Absences caused by the employee’s use of the substance, rather than for treatment, do not qualify for FMLA leave.

## Health Care Provider

For purposes of the FMLA, “health care provider” means:

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices;
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), authorized to practice in the state and performing within the scope of their practice as defined under state law;
- Nurse practitioners, nurse midwives, clinical social workers and physician assistants who are authorized to practice under state law and who are performing within the scope of their practice under state law;
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
- Any health care provider from whom the Company or the Company’s group health plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
- A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.
- For purposes of the FMLA, “authorized to practice in the state” means that the health care provider is authorized by state law to diagnose and treat physical or mental health conditions.

## Qualifying Exigency

For purposes of FMLA leave to address a “qualifying exigency” that arises because an employee’s spouse, son, daughter, or parent is a member of the Armed Forces who is on or has been notified of an impending covered active duty deployment to a foreign country, the term “qualifying exigency” means the following:

- Issues that arise from the fact that a covered military member is notified of an impending deployment to a foreign country seven or fewer days before the date of deployment. Employees are eligible for leave for this purpose for a period of seven calendar days beginning on the day the military member is notified of the impending deployment.
- Attending military events and related activities, such as ceremonies, programs and briefings sponsored by the military, military service organizations, or the American Red Cross, that are related to the covered active duty deployment of a covered military member.
- Attending to childcare and school-related activities arising from a military member’s covered active duty deployment, such as arranging for alternative child care, providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), enrolling in or transferring a child to a new school or day care facility, attending meetings with staff at a school or day care facility.

- Making financial and legal arrangements to address the covered military member's absence during a covered active duty deployment.
- Acting as the covered military member's representative before a government agency for purposes of obtaining, arranging, or appealing military service benefits while a covered military member is on a covered active duty deployment and for a period of 90 days following the end of the deployment.
- Attending counseling provided by someone other than a health care provider for oneself, for the covered military member, or his or her child;
- To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five days of leave for each instance of rest and recuperation.
- To attend to post-deployment activities, including official ceremonies and programs sponsored by the military for a period of 90 days following the termination of a covered military member's active duty deployment, and to address issues arising from the death of a covered military member while on covered active duty, such as recovering the body and making funeral arrangements.
- Additional activities as agreed upon by the Company and the employee.

### **Leave to Care for a Covered Servicemember**

The following definitions apply to leave to care for a "covered servicemember":

A "Covered servicemember" is either:

- A member of the Armed Forces (including a member of the national Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, OR
- A veteran (as defined by federal law) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A "serious injury or illness" means:

- In the case of a current member of the Armed Forces, an injury or illness incurred in the line of duty on active duty in the Armed Forces, or one that existed before the beginning of the covered service member's active military service, but that was aggravated by service in the line of active duty in the Armed Forces, that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- In the case of a veteran, a qualifying (as defined by the Department of Labor) injury or illness incurred by the member in the line of active duty on active duty in the Armed Forces, or one that existed before the beginning of the covered service member's active military service, but that was aggravated by service in the line of active duty in the Armed Forces, and that manifested itself before or after the member became a veteran.

“Next of kin” means the nearest blood relative, other than spouse, parent, son or daughter, in the following order of priority: blood relatives granted legal custody over the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins. If the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA, that relative (and only that relative) will be the covered service member’s next of kin. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members are considered the covered service member’s next of kin.

## **AMOUNT OF LEAVE**

Generally, eligible employees are entitled to take up to 12 weeks of leave in a single 12-month period for the reasons specified above.

For the purposes of this policy, the Company will use a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Available leave is determined by subtracting the number of weeks of FMLA leave taken during this 12-month “look back” period from the 12-week total allowed.

Any leave taken for the birth or care of a child or the placement of a child for adoption or foster care must be completed within one year after the date of birth or placement. If both you and your spouse are employed by the Company and eligible for FMLA leave, you will be permitted to take only a combined total of 12 weeks of leave during a 12-month period if leave is for the birth and care of a child, the placement of a child for adoption or foster care, or to care for a parent (not a parent-in-law) with a serious health condition for these reasons.

Eligible employees are also entitled to up to 26 workweeks of leave in a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who is a “covered servicemember.” The 12-month period for leave to care for a covered servicemember begins on the first day that an employee takes leave to care for a covered servicemember. During this period, the employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason, no more than 12 weeks of which may be for reasons other than to care for a covered service member. This leave is applied on a per-covered-servicemember, per-injury basis, meaning that an employee is entitled to only one 26-workweek allotment of leave per covered servicemember (unless the covered servicemember is later re-injured in the line of active duty). If both you and your spouse are employed by the Company and are eligible for FMLA leave, you will be permitted to take only a combined total of 26 workweeks of leave during the single 12-month period for this reason.

## **HOW TO REQUEST FMLA LEAVE**

If you need to take time off for reasons that you believe qualify for FMLA leave, you must comply with the Company's Attendance Policy in this Handbook. To request time off under this policy, you must notify The Corporate Office and fill out a Leave Request Form. If necessary, The Corporate Office will contact you to request additional information or documentation regarding your absence. Failure to comply with this policy or to provide documentation or information requested by The Corporate Office may result in delay or denial of requested time off, and/or discipline up to and including termination of employment.

### **Foreseeable Leave**

If you know of your need for time off 30 or more days in advance, you must notify The Corporate Office and submit the Request for Leave form no later than 30 days before your time off begins, absent extenuating circumstances. If you provide less than 30 days' notice of your time off, you will be required to explain why it was not practicable for you to provide 30 days' notice.

If you know of your need for time off in advance but cannot provide 30 days' notice, you must notify The Corporate Office of your time off and submit the Request for Leave form as soon as practicable under the circumstances. In most cases, this will mean the same day you learn of your need for time off, or the next business day.

When scheduling time off, you will be expected to consult with your supervisor and The Corporate Office to work out a schedule for leave that, to the extent possible, meets your needs without unduly disrupting the Company's operations.

Note that the above procedure applies to all requests for time off, whether or not your request is covered by the FMLA.

### **Unforeseeable Leave**

If you are unable to notify The Corporate Office of your need for time off and submit a Leave Request Form before the day on which your time off begins, you must call The Corporate Office to report your expected absence no later than 1 hour before you are scheduled to begin work. (If you call outside of business hours, you will be directed to a voicemail box, where you may leave a message to report your absence.)

If you are not reasonably able to call in at least 1 hour before your scheduled start time, you must contact The Corporate Office as soon as practicable. If you are unable to call The Corporate Office personally, a spokesperson (such as your spouse, an adult family member, or another responsible party) may contact The Corporate Office on your behalf. When you contact The Corporate Office, you must provide the following information:

- The specific reason for your absence, with sufficient information to allow the Company to evaluate your request;
- When you expect to return to work;

- A telephone number where you may be reached for further information.
- Calling in “sick” without providing further information is not acceptable.

As soon as practicable, you also must submit a completed Leave Request Form to The Corporate Office.

You must follow the above procedure each day you are absent, unless your absence for that day has been scheduled and approved in advance. Note that this procedure applies to all unscheduled absences, not merely absences for which you seek FMLA leave.

## **INTERMITTENT AND REDUCED SCHEDULE LEAVE**

When taking FMLA leave for your own serious health condition, to care for a family member with a serious health condition, or to care for a covered servicemember, you may take FMLA leave on an intermittent or reduced schedule basis, if the required health care provider’s certification indicates that this is medically necessary. FMLA military family leave may also be taken on an intermittent or reduced schedule basis when necessary due to a qualifying exigency.

If you require foreseeable intermittent or reduced schedule leave, you will be expected to consult with The Corporate Office to work out a schedule for such leave that meets your needs without unduly disrupting the Company’s operations, subject to approval by the health care provider.

Likewise, if you need FMLA leave due to planned medical treatment for your own or a family member’s serious health condition, you will be expected to consult with The Corporate Office to work out a treatment schedule that best suits your needs and the needs of the Company, subject to approval by the health care provider. In some circumstances, the Company may alter your existing job (while maintaining existing pay and benefits), or may temporarily transfer you to a different position with equivalent pay and benefits, to better accommodate your intermittent or reduced schedule leave.

The Company may consider requests for intermittent or reduced schedule leave due to the birth, adoption or foster placement of a child, but is not obligated to grant such requests, and will do so only at its sole discretion.

## **ELIGIBILITY NOTICE**

After you give notice of your need for FMLA leave, the Company will provide you with a written notice advising you whether or not you are an “Eligible Employee” under the FMLA. The Company will provide this eligibility notice within five business days after you give notice of your need to leave, absent extenuating circumstances. If you later make another request for FMLA leave within the same 12-month period, the Company may elect not to provide another eligibility notice, unless your status as an eligible employee has changed. Note that even if you are an “eligible employee” under the FMLA, your



request for leave may be denied if the Company determines that your leave is not for an FMLA-qualifying reason, or if you have exhausted all available leave under the FMLA.

At the same time as it provides the eligibility notice, the Company will provide you with a written notice advising you of any applicable rights and responsibilities relating to your requested FMLA leave.

## **CERTIFICATION**

It is your responsibility to provide the Company with any information needed to determine whether your leave qualifies as FMLA leave. The FMLA requires you to respond to reasonable requests for information regarding your leave, and your failure to do so may result in delay or denial of your requested leave. In addition, you may be required to provide the certifications described below. It is your obligation to provide a complete and sufficient certification form to the Company within 15 calendar days after the Company requests it. If it is not practicable for you to provide a completed, sufficient certification form within 15 days despite your diligent, good faith efforts to do so, you must contact The Corporate Office to explain the situation.

If you return a certification form but it is incomplete (i.e., one or more items are left blank) or insufficient (i.e., responses are vague, illegible, ambiguous, or non-responsive), the Company will notify you of the deficiency. You will then have 7 calendar days to provide a complete, sufficient certification. If it is not practicable for you to provide a completed, sufficient certification form within 7 days despite your diligent, good-faith efforts to do so, you must contact the Company to explain the situation.

### **Certification of a Serious Health Condition**

If you are requesting FMLA leave due to your own serious health condition, or to care for a family member with a serious health condition, you will be required to provide a health care provider's certification on a form that will be provided by the Company.

### **Authentication and Clarification**

The Company may contact the health care provider to authenticate a completed certification form by providing the health care provider a copy of the form and requesting verification that the information contained on the form was written or authorized by the health care provider who signed the document.

Additionally, the Company may request clarification of information on the certification form, and may ask you to sign, or have your family member sign, a release form authorizing the health care provider to communicate with the Company for the purpose

of clarifying the certification. If the certification is unclear and you fail to provide a signed authorization or otherwise clarify the certification, the Company may deny your request for FMLA leave.

### **Second and Third Opinions**

The Company may require you to obtain a second certification at the Company's expense from a health care provider designated by the Company. If the second health care provider's certification differs from your health care provider's certification, the Company may require you to obtain certification from a third health care provider, again at the Company's expense. The third health care provider will be designated or approved jointly by you and the Company. You and the Company are required to act in good faith to attempt to reach agreement on a third health care provider. The third opinion will be final and binding.

### **Recertification**

If you take leave due to your own or a family member's serious health condition, you may be required to submit a complete and sufficient recertification from your health care provider as often as every 30 days in conjunction with an absence. If your health care provider's initial certification specifies that the minimum duration of the condition for which you are taking leave is longer than 30 days, you may be required to submit a recertification in conjunction with an absence when the minimum duration expires, or every six months, whichever is less. You also may be required to provide a recertification if you request an extension of leave, the circumstances described in the original certification have changed significantly, or the Company receives information raising doubt as to the stated reason for your leave or the continuing validity of the previously-provided certification. The Company will provide you with the required recertification form when a recertification is required.

### **Certification of a Qualifying Exigency**

If you request FMLA leave due to a qualifying exigency arising out of the active duty deployment of a member of the Armed Forces, you will be required to submit a complete and sufficient certification form provided to you by the Company, and to provide the documentation requested therein. If the qualifying exigency for which you are taking leave involves a meeting or appointment with a third party, the Company may contact the third party for purposes of verifying the meeting or appointment and the nature of the meeting or appointment. The Company also may contact an appropriate unit of the Department of Defense to request verification that the covered military member is on active duty or call to active duty status.

### **Certification for a Covered Servicemember**

If you request leave to care for a covered servicemember with a serious injury or illness, you will be required to obtain a certification from the servicemember's authorized health

care provider on a form provided to you by the Company. Any one of the following may complete this certification: A U.S. Department of Defense (“DOD”) health care provider; a U.S. Department of Veterans Affairs health care provider; a DOD TRICARE network authorized private health care provider; or a DOD non-network TRICARE authorized private health care provider.

The Company may contact the health care provider to authenticate a completed certification form by providing the health care provider a copy of the form and requesting verification that the information contained on the form was written or authorized by the health care provider who signed the document.

Additionally, the Company may request clarification of information on the certification form, and may ask that the covered servicemember sign a release authorizing the health care provider to communicate with the Company for the purpose of clarifying the certification. If the certification is unclear and you fail to provide a signed authorization or otherwise clarify the certification, the Company may deny your request for FMLA leave.

## **DESIGNATION OF FMLA LEAVE**

The Company will provide you with a written notice advising whether your leave will be designated as FMLA leave. Absent extenuating circumstances, the Company will provide this notice within five business days after it receives sufficient information to determine whether your requested leave is for an FMLA-qualifying reason. If the Company does not provide the designation notice within the time specified above, the Company may retroactively notify you that time off will be designated as FMLA leave if the delay in providing this notice does not cause you harm or injury, or if you and the Company agree that the time off will be designated as FMLA leave.

## **WHILE YOU ARE ON FMLA LEAVE**

### **Unpaid Leave and Substitution of Paid Leave**

FMLA leave is generally unpaid. However, if you have any accrued, unused vacation or sick days, this paid time off must be used concurrently with your FMLA leave, and must be exhausted before unpaid portion of your FMLA leave commences.

If you are taking FMLA leave due to your own serious health condition that renders you unable to work, any disability benefits for which you are otherwise eligible under a disability benefit plan or workers’ compensation law may be used in conjunction with paid vacation or sick time, provided that total payments do not exceed 100% of your normal base pay, and provided that you comply with all applicable terms and conditions of the disability benefit plan or workers’ compensation law.

### **Health Benefits**

If you are enrolled in the Company’s group health insurance plan and wish to continue this coverage while you are on FMLA leave, you will be responsible for paying the employee share of the premiums during any period of FMLA leave. The Company will

provide you with instructions for paying health insurance premiums during your leave. The Company will continue to pay its share of the premiums for your group health insurance coverage while you are on FMLA leave, unless you notify the Company of your intent not to return to work following leave. If you do not pay your share of health insurance premiums while you are on FMLA leave, you may be dropped from plan coverage until you return to work.

If you do not return to work upon completion of your FMLA leave, you may be required to repay the Company for any premiums paid by the Company to maintain your group health insurance coverage during your leave, unless the failure to return to work was due to the recurrence or onset of a serious health condition or injury or illness of a covered servicemember, which would otherwise entitle you to FMLA leave, or due to other circumstances beyond your control.

### **Other Benefits**

The Company is not obligated to maintain life insurance or other benefits while you are on FMLA leave. To continue such benefits during any period of unpaid FMLA leave, you will be required to pay the entire cost of such benefits. The Company will provide you with instructions for making these payments.

Consistent with Company policy for all types of leave, you will not accrue vacation or other benefits while you are on FMLA leave. Additionally, you will not be paid for holidays that occur during the leave. However, the leave period will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in the Company's retirement plan.

### **REPORTING REQUIREMENTS DURING LEAVE**

While on FMLA leave for a period of more than one work week at a time, you will generally be required to contact The Corporate Office at least once per week to report on your status and confirm your intention to return to work on the scheduled date, as required under the Company's Absence Notification Policy.

You must notify the Company of any change in your expected return to work date (i.e., if you will require more leave than originally anticipated, or if you will return to work earlier than expected) within two business days after you learn of such a change. If this is not possible due to an unforeseen change in circumstances, you must notify the Company of the change as soon as practicable under the circumstances.

### **REINSTATEMENT AT THE CONCLUSION OF LEAVE**

If you timely return from FMLA leave and used the leave for the stated purpose, you generally will be reinstated to the same position you held when you began your leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of

employment. However, you may not be reinstated if your employment would have terminated for reasons unrelated to your FMLA leave, or if you are unable to perform any essential functions of your job (with or without any required accommodations).

Additionally, the FMLA provides a limited exception to the Company's reinstatement obligation for "key" employees. A "key" employee is a salaried, FMLA-eligible employee who is among the highest-paid 10% of employees located within 75 miles of the work site in question. Under limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, the Company may deny reinstatement to a key employee after FMLA leave. The Company will notify you if you are a "key" employee at the time leave is requested, will notify you if it decides to deny restoration, and will provide you a reasonable opportunity to return to work after providing such notice.

Before returning to work from FMLA leave lasting more than three consecutive work days (or for an absence of a shorter duration that gives rise to a reasonable safety concern regarding your ability to safely perform your job), you will be required to submit a certification from your health care provider that you are able to resume work. If requested, this certification must specifically confirm that you are able to perform the essential functions of your position, as set forth in the job description provided to you by the Company.

## **PROHIBITIONS**

Consistent with the Company's policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA leave:

- Engaging in fraud, misrepresentation or providing false information to the Company or any health care provider.
- Having other employment during the leave, without prior written approval from the Company.
- Failure to comply with the employee's obligations under this policy.
- Failure to timely return from the leave.

Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

## **THE COMPANY'S COMMITMENT**

The Company will not interfere with, restrain, or deny the exercise of any right provided by the FMLA, nor will it discharge or discriminate against any individual for opposing any practice or involvement in any proceeding relating to the FMLA. The Company recognizes the co-existence of state and/or local laws regarding family and medical leave.

Where such laws apply and provide greater family and medical leave rights than the FMLA, the Company will comply with those laws.

## **APPENDIX B**

### **New York Paid Family Leave**

The following is a description of the New York State Paid Family Leave Policy:

As of January 1, 2018, paid family leave is mandatory in New York State. Almost all employees are eligible for paid family leave, and employers must give their employees paid family leave.

Paid Family Leave allows for employees to take paid time off work to care for family members who are very ill or have a serious health condition. Family members include: Spouses of any gender, Domestic Partners of any gender, Children, Parents, Parents-in-law, Grandparents, and Grandchildren

Serious health conditions are illnesses, injuries, impairments, or disabilities that involve inpatient care in a hospital or other health facility, or continuing long-term treatment. Temporary minor conditions such as the flu, cold, ear aches, upset stomach, or routine care do not meet this definition.

Employees are guaranteed up to 8 weeks of Paid Family Leave, which will go up to 12 weeks in 2021. Employers can deduct up to 0.126% more of an Employee's paycheck to cover health insurance during paid family leave. Employees can receive 50% of their average weekly wage while on paid family leave, going up to 67% in 2021.

Employers can allow employees to take vacation or sick leave so that the employee can earn a full salary. However, employers **cannot** require employees to take vacation or sick leave for paid family leave.

Employees qualify for paid family leave after working 20 or more hours a week for 26 weeks (6 months).

Employers cannot fire or demote employees for taking paid family leave under state law. Employers cannot terminate health insurance for employees who take paid family leave.

Paid Family Leave will provide paid time off so an employee can: bond with a newly born, adopted, or fostered child, care for a family member with a serious health condition, or assist loved ones when a family member is deployed abroad on active military duty.

**ADDITIONAL PROTECTIONS** Employees have a right to return to their same or comparable job upon return from Paid Family Leave. Employees are guaranteed continued health insurance while on leave. Employers may require employees to continue to pay their health insurance premium contributions. Citizenship and immigration status do not impact eligibility. Employers cannot discriminate against employees for taking Paid Family Leave.

## **ELIGIBILITY**

Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

## **BENEFITS**

Benefits phase in over four years. In 2018, employees are eligible for up to eight weeks of paid leave at 50% of their average weekly wage (AWW), up to 50% of the New York State Average Weekly Wage (SAWW). These benefits are paid for through a small weekly payroll deduction.

## **HOW TO APPLY**

1. Employee notifies employer 30 days prior to leave, when practical.
2. Employees fill out a claim form according to employer instructions. Claim forms are available from employer, insurance carrier, or [ny.gov/paidfamilyleave](http://ny.gov/paidfamilyleave).
3. Employee obtains supporting documentation for leave (birth certificate, military deployment certification, etc.).
4. Employee submits claim form and supporting documentation to the insurance carrier or as directed by the employer.

# APPENDIX C

## DRUG FREE WORKPLACE PROGRAM

### I. STATEMENT OF POLICY

#### INTRODUCTION

Today, millions of Americans struggle with substance abuse-related issues, both at home as well as in the workplace. B and B, Inc. values its employees and customers and recognizes the adverse effects that substance abuse—including the use of illegal or recreational drugs, the abuse of alcohol, and misuse of prescription drugs and over-the-counter medications—can have on the work environment. Employees who use drugs and abuse alcohol are less productive, less reliable, and pose a direct threat to the safety and well-being of others. While it is not the Company's intention to intrude into the private lives of its employees, B and B expects – and, indeed, requires – all of its employees to report to work in a condition that allows them to perform their job without being impaired by or under the influence of drugs or alcohol.

The Company has adopted a drug-free workplace policy to ensure the safest possible workplace, reduce accidents, and eliminate the costs associated with workplace substance abuse, as well as to comply with State and Federal requirements.

The Company will require all employees and job applicants to participate in, consent to, and comply with the provisions of this policy as a condition of employment and continued employment. For those who fail to cooperate fully with the terms and conditions of this policy, the Company will respond appropriately to address the situation promptly and directly. The Company will not tolerate substance abuse or employees working under the influence of drugs or alcohol in the least degree.

#### AUTHORITY

Employees with questions or information pertinent to the Company Drug-Free Workplace Program should review **Section N** of this policy for the Name and contact information of persons with responsibility for administering the Company's drug-free workplace program.

#### COVERAGE

##### Covered Employees

The Company's drug-free workplace policy covers all part-time and full-time employees. Employees who are leased or subcontracted to customers may be required to submit to testing if it is a condition of a customer's substance abuse program, provided such testing is within the parameters of any applicable State and federal laws.



## **Applicants**

All job applicants extended a conditional offer of employment by the Company also are covered by this policy.

## **NON-DISCRIMINATION**

In accordance with the Americans with Disabilities Act (ADA) and State law, the Company does not discriminate against any qualified individuals with a disability who are not currently using illegal drugs and who have either successfully completed rehabilitation or who may be currently participating in a supervised rehabilitation program and are no longer using drugs. Individuals who are currently using drugs are not protected under the ADA. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

## **EDUCATION & TRAINING**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, the Company makes available educational materials and training sessions on an as-needed basis. Please inquire with the Company's Drug-Free Workplace Program administrator listed in **Section N** for more information.

## **II. DEFINITIONS**

**Accident** A covered accident is one that takes place during work time or on Company or customer property and involves: 1) a fatality, or 2) a reportable injury (an injury that requires medical attention or results in lost work time), 3) damage to Company or customer property, including vehicles owned or leased by the Company or being used for Company purposes, or 4) an incident that is reportable to workers compensation insurance.

**Alcohol** Liquids containing ethyl alcohol (ethanol), including, but is not limited to, beer, wine and liquor.

**Alcohol test** The analysis of a bodily specimen used to determine the presence and specific level of alcohol in a person's system. Methods of testing may include breath, saliva and blood.

**Alcohol use** The consumption of any beverage or mixture of beverages that includes alcohol. For purposes of this policy that can include any medication containing alcohol.

**BAC** An abbreviation for blood alcohol content, a measurement of how much alcohol an individual has in his or her system.

**Chain of custody** A systemized process involving a “custody & control form” (CCF) used to track the journey of a bodily specimen, usually urine, hair or oral fluid, from the donor to a lab for analysis.

**Company B and B, Inc.**

**Company property** Includes all buildings, parking lots, vehicles owned or leased by the Company or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by the Company or its customers or suppliers.

**Confirmation test** A second analytical process conducted following an initial or screening test for the purpose of confirming the result of the first test. In the case of alcohol testing, this would typically involve the use of an Evidentiary Breath Test (EBT) following a non-evidentiary breath or saliva screen. In the case of a drug test it would typically involve the use of gas chromatography/mass spectrometry technology (GCMS).

**Drugs** For a complete list of substances that are considered drugs under this policy see **Section M**.

**Drug paraphernalia** Any device used to assist in the use, transfer, manufacture or storing of drugs or controlled substances.

**Drug test** The analysis of a bodily specimen, usually urine, hair or oral fluid, to determine the presence and level of a drug or drugs in an individual’s system. These tests may be completed at a specific facility and/or onsite by using the mobile drug testing devices, Stat Swabs. This included an initial screening test and if necessary GC/MS confirmation testing.

**Employee** Anyone employed by or contracted with the Company who is covered by workers' compensation insurance obtained by the Company.

**Employer B and B, Inc.**

**Evidentiary Breath Test (EBT)**

A device approved by the National Highway Traffic Safety Administration (NHTSA) for the testing of breath to determine the presence and level of alcohol in an individual’s system. Devices approved by NHTSA appear on the agency’s Conforming Products List (CPL).

**Illegal drug use**

The illegal use of illicit drugs, prescription drugs, over-the-counter medications, alcohol, or any other substance (such as glue, aerosols, etc.) being used in a way other than in its intended manner.

**Medical Review Officer (MRO)**

A licensed physician certified to review laboratory drug test results. This individual must have knowledge of substance abuse disorders and the necessary training to evaluate a confirmed positive drug test result in order to verify the result.

**Medications** Prescription and non-prescription substances obtained and used legally to combat illness and injury or for other therapeutic reasons.

**POCT Testing** Point of collection testing using an instant result testing device utilizing either a urine or oral fluid specimen.

**Reasonable suspicion** Suspicion that an employee is using or has used drugs or alcohol in direct violation of the Company drug-free workplace policy. Such suspicion will be based on specific facts and inferences either observed by or made known to the Company supervisory personnel.

Behavior that could prompt reasonable suspicion of drug or alcohol use in violation of the Company's policy include, but are not limited to: acknowledgement by the employee of usage, observation of the use, possession or distribution of drugs; physical symptoms of drug or alcohol use; patterns of abnormal and erratic conduct such as increased absenteeism or tardiness, lack of proper work performance, and violations of Company safety and work rules; reckless or risky behavior; evidence of an effort to alter a drug or alcohol test; and involvement in a work-related accident.

**Refusal** Refusal or refusing to cooperate with the terms and conditions of this policy includes, but is not limited to:

- a. Refusal to be tested.
- b. Failure to provide an adequate sample (urine, hair, oral fluid, blood, breath) without a valid medical excuse.
- c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms).
- d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, blood, breath or oral fluid in the case of an alcohol test) specimen.
- e. Failure to be reasonably available to be tested following an accident, and
- f. Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so.

**Safety-sensitive position**

Occupations, as designated by the Company, in which an employee's inability to safely function in his/her job could place the safety and health of the worker and/or others at risk.

**Screening test** An initial drug or alcohol test conducted to determine the presence and level of drugs and/or alcohol in an individual's system. A positive screening test will often be verified by conducting a confirmation test.

## **Under the influence**

**Drugs**—for purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to be under the influence of drugs. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of drug use may be deemed to be under the influence of drugs.

**Alcohol**— for purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be under the influence of alcohol. Any alcohol test that equals or exceeds a 0.04 blood alcohol content (BAC) will be considered positive. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of alcohol use in violation of the Company's policy may be deemed to be under the influence of alcohol.

**Use(ing)** As pertains to drugs, alcohol and medications; to drink, smoke, apply topically, inject, ingest, possess, solicit, distribute, dispense, manufacture or transfer. Exceptions to these rules regarding the definition of "use" will be allowed only with Management's written permission.

**Work(ing)** Performing any activity under any conditions during any period of time that an employee is covered by the Employer's Workers' Compensation insurance (i.e. driving on duty, on call or performing any tasks as a part of employment duties; lease and contract employees included).

**Work time** Any time for which an employee is being paid or is representing the Company. This includes all breaks and meal times.

## **III. POLICY WORK RULES**

### **A. DRUGS**

Employees shall not use or be impaired or under the influence of drugs at any time, while working. This includes the use of illegal drugs and the illicit use of prescription or over-the-counter drugs or legal recreational drugs.

For purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to have violated this Company's policy. Also, any employee who admits to being impaired or under the influence of drugs while working or is observed to be acting in a way that raises reasonable suspicion of drug use may be deemed to be under the influence of drugs.

### **B. ALCOHOL**

Employees shall not use or be impaired or under the influence of alcohol at any time while working. On the rare occasion, such as that involving customer/vendor meetings or entertainment where alcohol may be present, only those management employees

involved with the customer/vendor meeting or event may consume alcohol. The Company expects good judgment and an employee will be deemed to be in violation of this policy if he/she becomes impaired.

For purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be impaired or under the influence of alcohol and to have violated this Company's policy. Any alcohol test that equals or exceeds a 0.04 blood alcohol content (BAC) will be considered positive. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of alcohol use in violation of the Company's policy may be deemed to be impaired by or under the influence of alcohol.

### **C. MEDICATIONS**

Employees shall not use or be impaired or under the influence of medications while working if the medications have the potential to alter or to adversely affect their judgment, motor skills, to induce sleepiness or to otherwise detract from their safe job performance. Prohibited use of prescription drugs includes exceeding the recommended prescribed dosage or using others prescribed medications.

Exceptions can, of course, be made in work areas and activities of decreased safety sensitivity where the potential for accident and injury is minimal and where the effect of the medication on the employee is judged to be no factor by medical authority. It must also be acceptable to management for the employee to continue work. Exceptions to this rule (**Section C**) will be made at least one level of supervision above the concerned employee's immediate supervisor. Employees will report their use of medications to their supervisor before beginning work; those sensitive to the disclosure of their use of certain medications may call or visit the Company official (see Name and telephone number in **Section N**) in charge of the Drug Free Workplace Program, in confidence, to resolve their unique work situation.

### **OTHER PROHIBITED CONDUCT**

- Testing positive for drugs or alcohol;
- Bringing drugs, alcohol (unless otherwise authorized), controlled substances or drug paraphernalia to work and/or storing drugs (other than authorized prescription medication), alcohol, controlled substances or drug paraphernalia on Company or customer property.
- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or drug paraphernalia.
- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or controlled substances off Company property that may adversely affect the Company, the worker's job performance, or place at risk the safety and health of the worker or others.

- Being convicted of or entering a guilty plea to a criminal drug- or alcohol-related offense. Employees are required to notify the Company in writing within 5 days of a criminal substance abuse conviction or pleading guilty to a criminal drug or alcohol offense.
- Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so.
- Disclosing information related to a drug or alcohol test and/or treatment referrals, and test results, except as required by this policy or by law.
- Failing to consent to, cooperate with, participate in, and/or successfully complete all recommendations or conditions set forth in an authorized substance abuse treatment program, including return-to-work and post-rehabilitation drug and alcohol testing.
- Refusing to cooperate with the terms and conditions of this policy. Failure to cooperate includes, but is not limited to:
  - a. Refusal to be tested,
  - b. Failure to provide an adequate sample (urine, hair, oral fluid) without a valid medical excuse,
  - c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
  - d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, breath or oral fluid in the case of an alcohol test) specimen,
  - e. Failure to be reasonably available to be tested following an accident, and
  - f. Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so.

#### **D. DRUG FREE WORKPLACE PROGRAM MONITORING (DRUG & ALCOHOL TESTING)**

The Company reserves the right to drug and alcohol test job applicants and employees in order to achieve a safe and productive work environment. The Company will conduct drug and alcohol testing within the parameters of any applicable State and federal laws. The Company reserves the right to analyze bodily samples such as urine, hair, oral fluids, blood or breath using scientifically valid methods and procedures.

The Company reserves the right to test for alcohol and any or all of the substances listed in **Section M** of this policy using cut-off levels established by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the U.S. Department of Health & Human Services (DHHS).

To measure the success of, and to aid in enforcing our Drug Free Workplace Program, the following types of drug screening tests will be administered to detect the presence of illegal drugs:

1. Pre-employment (post-offer) screening of job applicants as a condition of obtaining employment
2. Fitness for duty testing of employees who are required to undergo fitness for duty medical examinations.
3. Follow-up testing of employees who return to work following participation in a substance abuse rehabilitation program. These employees will be tested upon return to duty and periodically for up to two (2) years.
4. Reasonable suspicion or “for cause” testing of employees who, by reliable evidence, or by their observed or reliably reported behavior, may be suspected of: (a) Using, being impaired by or being under the influence of drugs, alcohol or medications while working; (b) Tampering with a drug name test or sample; (c) Involvement in, causing or contributing to a “covered accident.” All specimens must be provided by the employees as soon as possible but not later than 32 hours after the incident.

**NOTE:**

A covered accident is one that takes place during work time or on Company or customer property and involves: 1) a fatality, or 2) a reportable injury (an injury that requires medical attention or results in lost work time), or 3) damage to Company or customer property, including vehicles owned or leased by the Company or being used for Company purposes.

5. All employees will be tested initially after the sixty-day notice.

Notice of Drug Testing will be given on all vacancy announcements. In addition to testing for the presence of drugs, a test for the presence of alcohol may be administered as a result of the conditions stated in Section D.4. (a), (b) and (c) above. All specimens for alcohol testing must be provided by the employees as soon as possible but not later than 8 hours after the incident.

A copy of documentation supporting a reasonable suspicion drug and alcohol test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by the Company for at least one (1) year.

The Company reserves the right to conduct drug testing in any of the following ways, including combinations of the following:

**LAB-BASED TESTING**

Testing for the presence of drugs will be performed by a laboratory certified by the federal government utilizing either a urine, hair or oral fluid specimen. All positive specimens from the initial screen will be confirmed at the lab using a different technique and chemical principle utilizing the initial sample to ensure the reliability and accuracy of the initial result. All test results will be reported to a Medical Review Officer (MRO) for verification prior to being transmitted to the employee and/or the Company.

### **POINT OF COLLECTION (POCT TESTING)**

Testing for the presence of drugs will be performed with point-of-collection (POCT), instant result testing device utilizing either a urine or oral fluid specimen. All positive specimens from the initial screen will be confirmed at a certified laboratory using gas chromatography/mass spectrometry (GC/MS) technology to ensure the reliability and accuracy of the initial result. All confirmed results will be reported to a Medical Review Officer (MRO) for verification prior to being transmitted to the employee and/or the Company.

### **ALCOHOL TESTING**

Testing for the presence of alcohol will be conducted using an instant result testing device utilizing either breath or an oral fluid sample. Any alcohol testing device used will be from a list of approved devices issued by the federal government's Conforming Products List (CPL). Alcohol testing may also be conducted utilizing a blood sample (where permitted by law) and analyzed by a certified laboratory.

## **E. CONSEQUENCES FOR VIOLATIONS OF THIS POLICY**

Employees who violate any of the conditions of the Company's Drug-Free Workplace Program are subject to discipline which may include termination of employment.

Each employee should understand that certain policy violations will result in immediate termination. Such violations of the policy include, but are not limited to:

- The use of alcohol on Company time, unless otherwise approved;
- The possession, sale or use of non-prescription drugs on Company or customer premises or on Company time;
- Any effort to substitute or adulterate a drug test sample or otherwise alter a drug test result; and
- Refusal to test when required as per this policy

Applicants who refuse to take testing which is requested under this policy or who test positive are subject to immediate discharge or withdrawal of the offer of employment.

Employees who test positive with lab confirmation and MRO review will be terminated.

The Company may require any employee with a verified positive drug or alcohol test result to submit to an assessment for treatment, counseling or rehabilitation, and to sign a Rehabilitation Agreement, Last Chance Agreement or Return-to-Work Agreement.



In the event under this policy that an employee is required to seek a treatment or assistance plan, it will be at the employee's expense. The employee must provide documentation of the treatment or assistance plan, and will be required to have an unannounced drug and/or alcohol test (also at the employee's expense) at least twice a year for up to two years following the assistance program. A positive confirmed test during or after referral to a treatment or assistance plan will result in termination of employment.

Any employee with a second positive confirmed test will face termination of employment.

Employees involved in post-accident or reasonable suspicion testing may be removed from their positions and receive a non-disciplinary suspension until the Company receives the results of the test(s).

Employees convicted of possession, sale, trafficking in, or conspiracy to possess, sell or traffic any controlled substance who fail to notify the Company within five (5) days of the event and if this substance abuse policy was also violated, will be subject to discipline up to and including termination, depending on the circumstances.

## **DILUTE SPECIMEN**

If the MRO informs the Company that a negative test was dilute, the Company may take the following action depending on Company policy and/or guidance provided by the MRO:

(1) If the MRO directs that a recollection take place under direct observation (i.e., because the creatinine concentration of the specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/dL), the Company will do so immediately.

(2) Otherwise (i.e., if the creatinine concentration of the dilute specimen is greater than 5 mg/dL), the Company may, but is not required to, direct the employee to take another test immediately.

When such a retest is required, the employee will be given the minimum possible advance notice that he or she must go to the collection site. The result of the retest will be considered the final result, not the result from the first test.

If the employee declines to take a retest required because of a dilute specimen, the action will be considered a "refusal to be tested" and will be treated the same as a confirmed and verified positive result.

## **RETURN TO EMPLOYMENT**

Employees who leave the Company for substance abuse-related reasons, including being terminated for a positive drug and/or alcohol test, may reapply for employment after one year. Exceptions may be made to allow employees to reapply sooner than one year if

they can provide documented proof that they have successfully completed a substance abuse treatment program approved by the Company.

## **F. CHALLENGES TO CONFIRMED POSITIVE TEST RESULTS**

An employee who has been notified by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, has 72 hours from the time of notification to request a test of the split specimen or retest of the original specimen. The request may be verbal or in writing. If the request is made directly to the MRO within 72 hours it will trigger the test of a split specimen or retest of the original specimen. The employee will be responsible for the cost of the test of the split specimen or for the cost of the retest of the original specimen.

If, as an employee, you have not requested a test of the split specimen or retest of the original specimen within 72 hours, you may present to the MRO information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO (e.g., there was no one in the MRO's office and the answering machine was not working), or other circumstances unavoidably prevented you from making a timely request.

If the MRO concludes from the employee's information that there was a legitimate reason for the employee's failure to request the test of the split specimen within 72 hours, the MRO must direct that the test of the split specimen take place, just as if there had been a timely request.

When the employee makes a timely request for a test of the split specimen or a retest of the original specimen; the MRO will immediately provide written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen or portion of the original specimen to a second SAMHSA certified laboratory. The MRO will document the date and time of the employee's request and report to the Company whether the test confirmed the presence of the drug.

## **G. CONFIDENTIALITY OF DRUG TESTING INFORMATION**

All written reports and related information received by the Company, laboratories, employee leasing programs, drug and alcohol rehabilitation programs and their agents will be held in strictest confidence and will not be disclosed except in accordance with the law.. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

Agents of our Company and the laboratory conducting a drug test will, however, have access to drug test information when consulting with legal counsel in connection with any employment decision regarding the employee and/or actions brought against them when the information is relevant to its defense in a civil or administrative matter.

## H. CONFIDENTIAL REPORTING OF MEDICATION USE

The Company knows that eventually most people need to take medications to combat various illnesses. Employees must realize, however, that many medications will alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy. Medications known to alter or affect a drug test are listed in **Section M**. The name of the testing laboratory is listed in **Section N**. Employees who want more technical information about medications may consult the testing laboratory.

To avoid the potential problems created by a false test result, the MRO will contact the employee regarding all positive results to determine the use of medications. You may list the use of medications on the back of your copy of the chain of custody form after your specimen is collected and discuss use of medications only with the MRO. The only prescription drugs considered allowable if found in a drug test are those prescribed to the individual under the supervision of a doctor.

## I. EMPLOYEE ASSISTANCE PROGRAM

The Company maintains an Employee Assistance Program (EAP) that consists of referring employees and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers. The telephone directory yellow pages, under "Drug Abuse and Addiction - Information and Treatment", list the names and locations of treatment centers. Also, the United Way, listed in the telephone directory white pages, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility. There may be options for additional EAP services under an employee's Company policy and/or health insurance coverage.

Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions.

No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program.

Through the EAP, the Company will attempt to provide appropriate referral to drug and alcohol abuse rehabilitation programs.

If an employee wishes to pursue help through the EAP, please contact the person listed in **Section N** for appropriate referral. In addition, **Section O** lists national hotline numbers and other resources for drug and alcohol problems.

**J. THIS SECTION INTENTIONALLY LEFT BLANK****K. FEDERAL AND STATE LAWS AND REGULATIONS**

Nothing in this statement of policy shall be presumed to override, amend or change any requirements of State and/or Federal law. In the event any of the provisions of this policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control. Additional State laws governing this policy may be listed in the Appendix.

**L. AMENDMENT AND SEVERABILITY**

The Company reserves the right to administer this policy, and interpret, change or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to applicable State and federal laws or regulations may require the Company to modify or supplement the policy.

The policy does not create an employment contract and should not be interpreted or considered as such. This policy does not, in any way, change the nature of the at-will employment relationship on either the part of the employee or the Company.

**M. SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST**

(BRAND NAMES AND COMMON NAMES)

1. **AMPHETAMINES:** Abetrol, Biphedamine, Desoxyn, Dexedrine, Didrex
2. **CANNABINOIDS:** Marinol (Dronabinol, THC), Marijuana, Hash Pot
3. **COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke
4. **PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust
5. **OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Lortab, (Hydrocodone) Opium, Morphine , Heroin
6. **METHAQUALONE:** Not legal by prescription
7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabarbital, Butabital
8. **METHADONE:** Dolphine, Methadose

9. **BENZODIAZEPINES:** Ativan, Azene, Klonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Rohypnol and Centrax

10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.

11. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof); Booze, Drink

*Other Drugs which may or may not be listed above:*

Meperidine (Demerol) Quinine Methamphetamine, Meth Hydromorphone (Dilaudid) Phenothiazines Phenmetrazine (Preludin) Pentazocine (Talwin) Amitriptyline/Nortriptyline (Elavil) Ecstasy, MDMA/MDA Fentanyl	Phenobarbital Imipramine/Desipramine Hydroxyzine (Vistaril) Doxepin (Sinequan/Adapin) Hydrocodone (Hycodan) Phentermine Meperidine Other Barbiturates (specific identity not differentiated, includes: Amobarb, Pentobarb, Secobarb, Butalbital, etc.)	Diazepam (Valium) Ativan and/or Dalmane Clonazepam (Klonopin) Meprobamate (Equanil) Glutethimide (Doriden) Ethchlorvynol (Placidyl) Fenfluramine Tramadol Other Benzodiazepines (specific identity not differentiated, includes: Librium, Larazepam)
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**N. DRUG FREE WORKPLACE POLICY - INFORMATION AND REVISION SHEET**

THIS INFORMATION AND/OR REVISION NUMBER (original) DATED 1/1/2013

**Company Administrator:** DFWP Program David M. Grum - EHS Director

**Company Location:** B and B Maintenance, Inc  
537 Capital Drive  
Lake Zurich, IL 60047

**Drug Testing Laboratory is:** Western Slope Laboratory  
1197 Rochester Rd. Suite K  
Troy, Michigan 48083  
800.789.4317

**Collection Site is:**

**B and B**

Employees may also speak with the Company representative identified above for additional Employee Assistance Program (EAP) information. **Section O** also lists resources for drug and/or alcohol treatment and assistance programs.

## O. NATIONAL HOTLINE NUMBERS

### Employee Assistance Program

The following organizations and resources provide free, confidential assistance to individuals who have, or know someone who has, a problem with alcohol or other drugs.

**Substance Abuse Treatment Locator** [www.findtreatment.samhsa.gov](http://www.findtreatment.samhsa.gov)  
**Phone: 1-800-662-4357 / 1-800-662-9832 (Español) / 1-800-228-0427 (TDD)**

This Substance Abuse and Mental Health Services Administration (SAMHSA) Web site and toll-free phone line help individuals locate drug and alcohol abuse treatment programs in their communities.

### **Other National Hotlines & National Assistance Groups:**

Drug & Alcohol Abuse Hotline	1-800-252-6465
Drug Addiction Referral Hotline	1-800-758-5877
Alcoholics Anonymous	1-800-344-2666
Narcotics Anonymous	1-818-773-9999
AL-ANON Family Group Headquarters	1-800-356-9996
Child Help's - National Child Abuse Hot Line	1-800-422-4453
M.A.D.D.	1-800-438-6233
S.A.D.D.	1-508-481-3568
Families Anonymous	1-800-736-9805
Florida Alcohol and Drug Abuse Association	1-850-878-2196
National Runaway Switchboard	1-800-621-4000
National Institute on Drug Abuse (NIDA)	1-301-443-1124
National Suicide Prevention Lifeline	1-800-273-8255
National Council on Alcoholism & Drug Dependence Hopeline	1-800-622-2255
National ClearingHouse for Alcohol & Drug Information	1-800-729-6686

Employees may also speak with the Company representative identified in **Section N** for additional Employee Assistance Program (EAP) information.

## APPENDIX D

## State Human Rights Agencies

### Connecticut

Connecticut Commission On Human Rights and Opportunities  
450 Columbus Boulevard  
Hartford, CT 06103-1835  
(860) 541-3400  
Connecticut Toll Free 1-800-477-5737  
TDD (860) 541-3400  
EMAIL: CHRO.Capitol@ct.gov

### Florida

Florida Commission on Human Relations  
4075 Esplanade Way, Room 110  
Tallahassee, FL 32399  
The Florida Relay Service Voice (statewide) 711  
Phone: (850) 488-7082  
Toll-Free : 1-800-342-8170  
FAX : (850) 487-1007  
TDD ASCII (800) 955-1339  
TDD Baudot (800) 955 - 8771  
EMAIL: fchrinfo@fchr.myflorida.com

### Illinois

Illinois Department of Human Rights  
IDHR's main office: James R. Thompson Center  
100 West Randolph Street  
Suite 10-100 Chicago, IL 60601  
(312) 814-6200 or (866) 740-3953 (TTY)  
Fax (312) 814-6251  
visit [www.illinois.gov/dhr](http://www.illinois.gov/dhr).

### Indiana

Indiana Civil Rights Commission  
100 North Senate Avenue  
Indiana Government Center North, Room N300  
Indianapolis, IN 46204  
(317) 232-2600  
Toll Free Calling (800) 628-2909  
Hearing Impaired (800) 743-3333



Fax (317) 232-6580

## **Kentucky**

Kentucky Commission on Human Rights  
332 W. Broadway, Suite 1400  
Louisville, KY 40202  
Phone: (502) 595-4024  
Toll-free: (800) 292-5566  
Fax: (502) 595-4801  
Email: kchr.mail@ky.gov

## **Maine**

Human Rights Commission  
Office of the Commission  
51 State House Station  
Augusta, ME 04330  
Phone: 207.624.6290  
Fax: 207.624.8729  
Email: info@mhrc.maine.gov

## **Massachusetts**

Massachusetts Commission Against Discrimination  
1 Ashburton Place, Suite 601, Boston, MA 02108  
Phone: (617) 994-6000  
TTY (617) 994-6196  
email mcad@mass.gov  
Fax (617) 994-6024

## **Michigan**

Michigan Department of Civil Rights  
Detroit Service Center - Cadillac Place  
3054 West Grand Boulevard, Suite 3-600  
Detroit, MI 48202  
Phone: 313-456-3700  
Fax: 313-456-3701  
Toll-Free: 800-482-3604  
TTY: 877-878-8464  
  
Lansing  
Capitol Tower Building  
110 West Michigan Avenue, Suite 800

Lansing, MI 48933  
Phone: 517-335-3165  
Fax: 517-241-0546

## **New Jersey**

New Jersey Division On Civil Rights  
Northern Regional Office  
31 Clinton Street, 3rd Floor  
Newark, NJ 07102 map  
973-648-2700  
Fax: 973-648-4405

Central Regional Office  
140 East Front Street: 6th Floor  
PO Box 090  
Trenton, NJ 08625 map  
609-292-4605  
Fax: 609-984-3812

Southern Regional Office  
5 Executive Campus, Suite 107  
Cherry Hill, NJ 08034 map  
856-486-4080  
Fax: 856-486-2255

## **New York**

New York Division of Human Rights  
DHR's main office contact information is: NYS Division of Human Rights,  
One Fordham Plaza  
Fourth Floor  
Bronx, New York 10458.  
You may call (718) 741-8400  
visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

## **Ohio**

Ohio Civil Rights Commission  
Central Office  
30 East Broad Street, Fifth Floor, Columbus OH, 43215  
614-466-2785 or 1-888-278-7101

Cleveland Regional Office  
615 W. Superior Ave., Suite 885  
Cleveland, OH 44113  
Phone: (216) 787-3150 Fax: (216) 787-4121

TTY: (614) 752-2391

## **Pennsylvania**

Pennsylvania Human Relations Commission  
Pittsburgh Regional Office  
301 Fifth Avenue  
Suite 390, Piatt Place  
Pittsburgh, PA 15222  
Voice: (412) 565-5395

Philadelphia Regional Office  
110 North 8th Street, Suite 501  
Philadelphia, PA 19107  
Voice: (215) 560-2496

## **Rhode Island**

Rhode Island Commission for Human Rights  
180 Westminster Street, 3rd Floor  
Providence, RI 02903  
Phone: (401) 222-2661  
Fax: (401) 222-2616  
TTY (Relay RI): (401) 222-2664  
RICHHR.Info@richr.ri.gov

## **Vermont**

Vermont Attorney General's Office - Civil Rights Unit  
109 State Street  
Montpelier, VT 05609-1001  
(888)745-9195 (Toll Free VT)  
ago.civilrights@vermont.gov