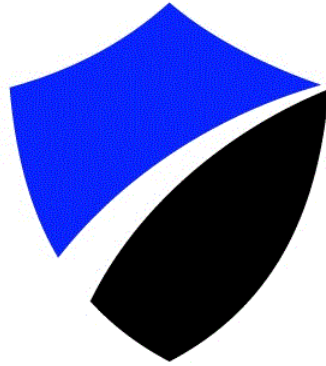


# Comprehensive Security, Inc.



# Employee Handbook

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## Welcome

For employees who are commencing employment with Comprehensive Security, INC, on behalf of Loyd Poteete, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Comprehensive Security, INC. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Loyd Poteete

Owner

## Introduction

Comprehensive Security Inc. aims to provide our clients with unparalleled quality service in security, traffic and crowd control. We strive to protect our clients in the most discreet manner with personal attention to their end goal while providing safety and security for all involved parties.

Whether you have just joined our staff or have been with Comprehensive Security for a while, we are confident that you will find our company to be a dynamic and lively place to work

This handbook has been designed to help employees get acquainted with Comprehensive Security hereinafter referred to as “the Company”. It describes some of our philosophies and beliefs, and the basic terms and conditions of employment with the Company. Employees are expected to read this handbook carefully, and to know and understand its contents.

The Company reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The Company also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with Kim Poteete, The Office Manager to obtain information regarding specific employment guidelines, practices, policies, or procedures. Except as otherwise provided in this handbook, no one has the authority to make any promise or commitment contrary to what is in this handbook.

Employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment. In addition, this handbook is not intended to cover all possible situations that may arise in your employment relationship with the Company.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

Please note: This handbook specifically addresses the laws pertaining to employees who work within the State of Tennessee. For employees in other states, the laws and regulations pertaining to those states will prevail over any contrary terms in this handbook. Employees should contact their Human Resource Department for more information about laws and regulations pertaining to their state, if they are not addressed in this handbook.

This handbook replaces all earlier handbooks, supersedes all prior inconsistent policies, practices and procedures, is the property of the Company, and it is intended for the personal use and reference by employees of the Company.

This handbook and all information in it should be treated with respect and great confidentiality. Not at any time should this handbook be disclosed to others, except Comprehensive Security employees.

Employees must sign the acknowledgement form at the end of this handbook, tear it out, and return it to the Human Resources Department (or if delivered via an electronic format: click on the box as indicated, type their name and the date, as applicable, and hit "enter"). This will provide the Company with a record that each employee has received, read and understood this handbook.

## **Employment At-Will**

All employment at the Company is "at-will." This means that both employees and the Company have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Company. No one other than an officer of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will status. Any such agreement must be in writing, must be signed by an officer of the Company, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

Nothing contained in this Handbook, or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for one or more months. Employees should ask the Human Resources Manager if they have any questions about their status as an employee at-will.

## **Equal Employment Opportunity**

It is the Company's policy to provide equal employment opportunity for all applicants and employees. The Company does not unlawfully discriminate on the basis of actual or perceived race (including hair texture and natural hair styles), color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity, status and transitioning), gender expression and sex stereotyping, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the Company also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If employees wish to request such an accommodation, they should contact the Human Resources Department.

The Company prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment and the Company's internal procedures for addressing complaints of harassment, and the legal remedies available through and complaint procedures of the appropriate state and federal agencies and directions on how to contact these agencies, please refer to the Company's Policy Against Harassment, Discrimination, and Retaliation in this Handbook.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the Human Resources Department.

## **Applicants and Employees with Disabilities**

The Company is committed to providing equal employment opportunities for all qualified individuals with disabilities in accordance with the federal Americans with Disabilities Act and applicable State disability laws. In accordance with these laws, The Company strictly forbids all forms of unlawful discrimination, harassment, or retaliation against qualified applicants or employees with disabilities, and for pregnant employees who so request for pregnancy, childbirth, or related medical conditions, and requires reasonable accommodation if necessary for such individuals to perform the essential functions of their jobs safely and efficiently without undue hardship to The Company and without serious risk to the health and safety of others.

Applicants and employees who require accommodation of any disability should inform The Company of their needs. The Company may have no way of knowing whether an individual requires an accommodation unless they bring it to the attention of The Company. The Company will engage in an interactive conversation to determine if there is a reasonable accommodation that can be provided that will not cause The Company undue hardship and will treat all such information as confidential to protect privacy rights under laws such as HIPAA, but some disclosure will be necessary to fulfill the purposes of this policy.

Employees who are made aware that an applicant or employee has a disability should presume that the information is confidential and discuss it only with upper management and Human Resources, unless the employee has disclosed or consented to further disclosure.

Discrimination, harassment, or retaliation against an individual because they are considered disabled or has been given accommodation for a disability is absolutely forbidden and grounds for immediate termination. Employees who believe they have been harassed in violation of this policy may file a complaint under The Company's policy on Equal Employment Opportunity.

## **Policy Against Harassment, Discrimination, and Retaliation**

### **I. Purpose of Policy**

Comprehensive Security is dedicated to making sure that the work environment for all individuals is treated with dignity and respect. Relationships among all employees are expected to be business-like and free of bias, prejudice and harassment. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on actual or perceived gender, gender identity (including transgender identity, status and transitioning), gender expression and sex stereotyping, as well as harassment based on such factors as race (including hair texture and natural hair styles), color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws. The Company strongly disapproves of and will not tolerate harassment of or discrimination against applicants, employees, interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact. Similarly, the Company will not tolerate harassment by its employees of non-employees with whom the Company employees have a business, service, or professional relationship.

## **II. Harassment Defined**

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following: slurs, jokes, insults, statements, gestures, teasing, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, posters, symbols, drawings, or cartoons, violating someone's "personal space" (for example by blocking someone's way) foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages, or any kind of verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected characteristic.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

## **III. Reporting and Investigating Harassing, Discriminatory, and Retaliatory Conduct**

All employees, independent contractors, interns, and volunteers of the Company must promptly report any incidents of harassment, discrimination, and retaliation so that the Company can take appropriate action.



### **A. Complaint Reporting Process**

It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the Company from having the opportunity to correct the situation.

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any Company personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the Human Resources Manager, who is responsible for investigating harassment complaints. An individual is not required to bring a complaint to Human Resources Manager if the individual is uncomfortable doing so for any reason. In that case, complaints should be reported to the COO Tim Poteete.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation AND for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the Office Manager, Kim Poteete or COO Tim Poteete so that an investigation may be initiated.

### **IV. Corrective Action**

The Company prohibits conduct severe enough to be unlawful. Yet even more, the Company's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the Company prohibits abusive conduct in the workplace—whether or not it is based on a protected category.

As a result, the Company will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment or discrimination by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

The Company will not tolerate retaliation against any employee for making a good faith complaint of harassment, discrimination, or retaliation, or for cooperating in an investigation.

### **V. Anti-Harassment Training**

Every Company employee is required to undergo Sexual Harassment training within his/her first three (3) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who

fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

## **VI. Zero Tolerance**

The Company does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company Name is committed to a workplace free of discrimination, harassment and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

## **Introductory Period**

The Company attempts to hire the most-qualified employees for each position. To ensure this, the Company provides for an introductory period of employment for the employee to assess the Company and the job content, and for the Company to evaluate the new employee and their job performance. All new employees must complete to the Company's satisfaction a 60 day introductory period beginning with the date of initial employment. Consistent with the Company's Employment At-Will policy, during the introductory period, an employee may be discharged by the Company for any reason and without advance notice. Similarly, the employee may resign employment for any reason without advance notice during this period. Completion of the introductory period does not alter the employee's at-will status.

At the Company's discretion, an employee's introductory period may be extended one or more times. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

## **Proof of Right to Work**

Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States, and complete INS Form I-9, swearing that they have a right to work in the United States. New hires may establish their identity and right to work in the United States by (1) providing documentation that establishes both their identity and employment authorization ("List A" documents) or (2) providing documentation that separately establishes their identity ("List B" documents) and their employment authorization ("List C" documents). All documents must be unexpired. Documentation must be produced within three business days of hire, or on the first day of any employment that is less than three business days. Required documentation must be presented to the Human Resources Department, which will be responsible for processing the documents.

Any one of the following documents may be used to establish both identity and employment authorization ("List A" documents):

- 1) United States passport;

- 2) Permanent Resident Card (Form I-551); Alien Registration Receipt Card (I-551);
- 3) Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa;
- 4) An Employment Authorization Document that contains a photograph (Form I-766);
- 5) In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with (Form I-94 or Form I-94A) bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form; or
- 6) Passport from the Federated States of Micronesia or Republic of the Marshall Islands with Form I-94A indicating non-immigrant admission under the Compact of Free Association between the U.S. FSM or RMI.

If an applicant cannot produce one of the documents listed above, two documents are required: one to prove identity and another to prove employment authorization.

The following documents are acceptable as proof of identity, but not employment authorization ("List B" documents):

- 1) A driver's license or I.D. card issued by a state or outlying possession of the United States, provided it contains a photograph or identifying information such as name, date of birth, gender, height, eye color, and address;
- 2) I.D. card issued by federal, state, or local government agencies or entities provided it contains a photograph or identifying information such as name, date of birth, gender, height, eye color, and address;
- 3) School I.D. card with photograph;
- 4) Voter's registration card;
- 5) U.S. military card or draft record;
- 6) Military dependent's ID card;
- 7) Merchant Mariner Card issued by the United States Coast Guard;
- 8) Native American tribal document;
- 9) Canadian driver's license; or
- 10) Individuals under the age of 18 who are unable to produce any of the identification documents listed in (1)-(9) may present a: a) school record or report card, b) daycare or nursery school record, or c) clinic doctor or hospital record only.

The following documents are acceptable to establish employment authorization, but not identity ("List C" documents):

- 1) A social security card, other than one that specifies on the face that the issuance of the card does not authorize employment in the U.S.;
- 2) A Certification of Birth Abroad issued by the Department of State (Form FS-545);
- 3) A Certification of Report of Birth issued by the Department of State (Form DS-1350);
- 4) An original or certified copy of a birth certificate issued by a state, county, municipal authority, or outlying territory of the United States, and bearing an official seal;
- 5) A Native American tribal document;
- 6) A United States Citizen Identification Card (INS Form I-197);
- 7) An Identification card for use of resident citizen in the United States (INS Form I-179); or
- 8) An employment authorization document issued by the Department of Homeland Security.

Authorization documents will be copied and placed with the employee's Form I-9 in a special file separate from the employee's Personnel File. These documents will be retained at least three years after the date of hire or one year after an employee's employment terminates, whichever is later.

## **Employment of Minors**

The Company will not employ any person under the age of 21.

## **Employment of Relatives**

Relatives of present employees may be hired by the Company the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Present employees who marry or who become related by marriage must disclose this fact to Management and will be permitted to continue employment with the Company only if the employment does not otherwise pose difficulties for supervision, security, safety, or morale.

## **Non-Fraternization**

In order to promote the efficient operation of the Company's business and to avoid misunderstandings; complaints of favoritism; other problems of supervision, security and morale; and possible claims of sexual harassment, managers and supervisors must disclose the fact that they may be dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

## **Employment Applications**

The Company relies upon the accuracy of information provided by an applicant in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission by an applicant in any of this information or data may result in revocation of any offer or immediate termination of employment, regardless of when it is discovered.

## **Background and Reference Checks**

To ensure that individuals who join Comprehensive Security are licensed by the State of Tennessee and well qualified, it is our policy to conduct a pre-employment background check on all applicants. Background checks may include the verification of information on both a resume and an application. All background checks that are conducted are in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. All reports are only viewed by individuals involved in the hiring process and kept confidential.

Comprehensive Security is committed to protecting private information about its present and former employees. Generally, only dates of employment and job title will be provided unless otherwise required by applicable law. Salary information will only be release with sufficient written authorization from the employee.

## **Rehire Eligibility and Service Recognition**

Where business needs dictate, it is the policy of the Company to rehire former employees who: a) voluntarily left company employment or b) were laid off due to business slowdown(s). To be eligible for

rehire, former employees must have possessed a satisfactory record of service. This policy sets forth the company's philosophy governing eligibility for reemployment and associated bridging of service (service recognition), where appropriate.

## **I. Eligibility for Rehire**

Employees who completed their company introductory period and who were part of a reduction in force, as well as those former employees who voluntarily resigned and left in good standing, will be eligible for rehire as long as they had a satisfactory work record while employed by the Company.

## **II. Ineligibility for Rehire**

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire. Former employees who had a less-than-satisfactory work record appropriately noted at termination as not being eligible for rehire are excluded from rehire consideration.

Employees who were involuntarily terminated by the Company or who were laid off (with a less-than-satisfactory work record) or who failed to complete their company introductory period will not be considered for rehire.

## **III. Service Restoration Rules for Eligible Employees**

If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in company benefits plans will be bridged if the employee is rehired and the period of prior company service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans.

If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior company service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

## **IV. Rehire Service Date Adjustment**

When recognition of prior service is granted, a rehired employee's company service date will be adjusted in accordance with the service restoration rule.

## **Conflicts of Interest**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Business is to be conducted with the best interest of Comprehensive Security. Situations should be avoided where private interests interfere with the interests of this Company in any way. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the legitimate business interests of the Company. A conflict of interest exists when the employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or

customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Human Resources Manager for clarification. Any exceptions to this guideline must be approved in writing by the Company's President.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- 1) Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- 2) Working for a competitor, supplier, or customer;
- 3) Engaging in self-employment in competition with the Company;
- 4) Using proprietary or confidential Company information, such as Company trade secrets, for personal gain or to the Company's detriment;
- 5) Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier;
- 6) Using Company property or labor for personal use;
- 7) Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;
- 8) Committing the Company to give its financial or other support to any outside activity or organization; or
- 9) Developing a personal relationship with a subordinate employee of the Company or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the Company or any employees of the Company.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the Human Resources Department. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to the Company.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

## **I. Outside Employment**

Outside Employment Policy establishes guidelines for employees who work at another position outside of Comprehensive Security while continuing to work for the company. The policy defines the parameters for performing outside work and emphasizes that all job performance standards must be met regardless of the demands of the outside employment. The policy provides that failure to perform job requirements satisfactorily; unauthorized use of company equipment, tools, or other property; performance or services normally provided by the company; or conducting outside business during working time is prohibited. The policy gives Comprehensive Security the right to ask the employee to terminate the outside employment for various performance related reasons. The policy also provides for disciplinary procedures to address performance problems resulting from the outside employment. Refusal of a company request to terminate the outside employment may subject the employee to immediate termination of employment with Comprehensive Security.

## Open Door Policy

The Company has a specific procedure detailed in the separate Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the Company has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The Company believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the Company cannot guarantee that in each instance the employee will be satisfied with the result, the Company will attempt in each instance to explain the result to the employee if the employee is not satisfied. The Company will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

Employees who conclude that work-related concerns should be brought to the attention of the Company by written complaint and formal investigation may avail themselves of the "Employee Complaint Reporting Procedure" set forth in this Handbook/Manual.

## Employee Complaint Reporting Procedure

### I. Purpose and Scope

The purpose of this Procedure for Reporting Employee Complaints is to establish a process for all employees of the Company to use to notify the Company of their work-related concerns, and to give the Company the opportunity to learn about, address, and resolve the complaint. This policy is intended to supplement the Open Door Policy set forth in this Handbook/Manual, which states the Company's philosophy that all employees have free access to their immediate supervisors or to other Company supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the Company has a specific procedure detailed in its Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

Importantly, when the nature of the concern pertains to an actual or suspected violation of the law, or an ethical violation, including under the Company's Rules of Conduct and/or ethics and business code, all employees, directors, and officers of the Company are required to file a complaint using the procedure below. This includes reporting any activity that is considered by the person making the complaint to be illegal or dishonest. Examples of illegal and dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any questions regarding whether a concern is subject to this mandatory reporting policy should be resolved in favor of filing the complaint.

## **II. Procedure**

### **A. Filing of Complaint**

Individuals should file written complaints with the Human Resources Department as soon as possible after the events that give rise to the work-related concerns. The written complaint should set forth in detail the bases for the complaint.

Alternative reporting method: If, for any reason, an individual would prefer not to discuss the subject of the concern with the individual identified above, then they must report the concern as soon as possible to the COO Tim Poteete.

### **B. Investigation**

The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

The Human Resources Department or their designee will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. The Company will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the Human Resources Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employee's satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the Human Resources Department.

### **C. Appeal**

If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the COO Tim Poteete. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews will be final.

### **D. Non-Retaliation**

The Company will not tolerate retaliation against individuals for: reporting a good faith concern under this policy; participating in or cooperating in any internal investigations of reported concerns; or otherwise engaging in conduct protected by law. Prohibited retaliation can be adverse employment actions, like termination, compensation decreases, or poor work assignments, or even threats of physical harm.

Such retaliation is a separate violation of Company policy. It also may violate applicable law. (For example, a complaint may qualify as protected "whistleblowing" under an applicable law that prohibits retaliation due to whistleblowing).

Anyone who believes that they have been retaliated against for reporting a good faith concern, for participating in or cooperating in an internal investigation of a concern, or for exercising their rights, or otherwise engaging in conduct protected by law, should immediately notify the Company using the same Procedure described above.



## **E. Defend Trade Secrets Act Notice**

Pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If an employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the employee may disclose the trade secret to the employee's attorney and use the trade secret information in the court proceeding, if the employee (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. In the event that disclosure of Company trade secrets was not done in good faith pursuant to the above, the employee may be subject to substantial damages, including punitive damages and attorneys' fees.

## **Performance and Salary Reviews**

The performance appraisal process provides a means for discussing, planning and reviewing the performance of each employee. The Company will attempt to conduct periodic performance reviews for employees. Employees generally receive performance evaluations annually.

Performance appraisals influence salaries, promotions and transfers and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

A performance appraisal does not always result in an automatic salary increase. The employee's overall performance and a salary level relative to position responsibility must be evaluated to determine whether a salary increase is warranted.

## **Employee Classifications**

### **I. Introductory Employees**

The term "introductory employees" is sometimes used in this Handbook/Manual to refer to those employees who are within their introductory period, i.e., the first 60 days of employment with the Company. At the Company's discretion, the introductory period may be extended for an additional period.

### **II. Regular Full-Time Employees**

An employee who successfully completes the introductory period (including any extension) and must work a minimum of 30 hours per week on a regular and ongoing basis.

### **III. Regular Part-Time Employees**

An employee who successfully completes the introductory period (including any extension) and must work fewer than 30 hours per week on a regular and ongoing basis.

### **IV. Exempt/Nonexempt Employees**

Exempt employees, by definition, are exempt from earning overtime compensation and generally receive the same weekly salary regardless of hours worked. Nonexempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Overtime pay requirements are set forth in the section of this Handbook/Manual entitled "Hours

of Work, Overtime, and Pay Day”. Employees will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

## **V. Salaried Employees**

Salaried employees are employees who are paid a fixed amount on a periodic basis and not by the hour. Salaried employees are generally Exempt employees.

## **VI. Hourly Employees**

Hourly employees are employees whose wages are paid by the hour. Their wages fluctuate according to the number of hours they work. Hourly employees are generally Nonexempt employees.

## **VII. Change in Employment Status**

The Company may change the employment classification of any employee at any time based on the nature of the employment assignment.

## **Hours of Work, Overtime and Pay Day**

### **I. Hours of Work**

Company business hours are from 12:00 a.m. to 12:00 a.m., Sunday through Saturday. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point the Company may need to change individual work schedules on either a short-term or long-term basis.

### **II. Meal and Rest Periods**

#### **A. Rest Periods**

The Company authorizes and permits nonexempt employees working at least three and one-half hours in a day to take a fifteen-minute, off-duty, uninterrupted paid rest period for each four hours worked or major fraction thereof.

#### **B. Meal Periods**

The Company provides employees who work more than five hours in a day with a paid 60-minute, uninterrupted meal period starting no later than the end of the fifth hour of work.

### **III. Overtime Pay**

#### **A. Overtime Definition and Rates of Pay**

The federal overtime provisions are contained in the Fair Labor Standards Act (FLSA). All nonexempt employees who work more than forty (40) hours in one workweek will receive overtime pay at the rate of 1 ½ times the employee's regular rate of pay.

Overtime will be computed on actual minutes worked, adjusted to the nearest 15-minute increment.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and therefore are not counted in making overtime calculations unless the employee actually worked on the holiday.

#### **B. Workweek and Workday**

Unless otherwise provided, for purposes of calculating overtime, each workweek begins on Saturday and each workday is a 24-hour consecutive period which begins at 12:00 a.m.

### **C. Pre-Authorization**

Nonexempt employees may not work overtime without the express prior approval of their supervisor, absent an emergency. During busy periods, the employer may require employees to work extended hours. Nonexempt employees who fail to obtain approval prior to working hours that extend beyond their normal 8-hour workday or 40-hour workweek will be subject to disciplinary action. Overtime offenses may result in termination.

### **D. Makeup Time**

Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.

## **IV. Other Types of Pay**

### **A. Travel Time for Non-Exempt Employees**

Non-exempt employees are paid for travel time in accordance with state law.

### **B. Holiday Pay**

Eligible employees are paid their regular straight-time wages for Company-paid holidays as set forth under the policy entitled "Holidays." To receive holiday pay, the employee generally must work the regularly scheduled workdays preceding and following the Company holiday or receive prior approval from their supervisor to take the time off. Nonexempt employees who work during a Company-paid holiday are paid as set forth under the policy entitled "Holidays" in this handbook.

## **V. Safe Harbor Policy for Exempt Employees**

It is the Company' policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;

- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, and/or any state-equivalent leave act if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for the Company.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to the Human Resources Manager. If the Human Resources Manager is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact the CEO.

Every report will be fully investigated, and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## **VI. Place and Time for Payment of Wages**

### **A. Regular Pay Days**

Employees are paid weekly, every Tuesday. Employees must complete their timecards in a timely manner in order to ensure that they are paid for all hours worked. If a pay day falls on a holiday, paychecks will be distributed on the preceding workday. For employees who are not on direct deposit, checks are distributed by U.S. Postal Service to the address provide to us by employee on the date assigned for payment.

For employee's convenience, we offer direct deposit to an employee's financial institution of choice. Please contact the Office Manager with your financial institution information.

### **B. Payment on Resignation, Termination, or Completion of Assignment or Term**

If an employee resigns or is terminated, his or her paycheck will be available on the next regular payday, not to exceed 21 days from the date of separation.

### **C. Garnishments**

The Company complies with applicable state and federal laws regarding the garnishment and assignment of wages. Repeated garnishments for multiple debts can be grounds for discharge or other discipline as provided by applicable laws.

### **D. Payroll Deductions**

Deductions for federal Income Tax, Social Security Tax, and Medicare are required by federal law. State Income Tax and State Disability Insurance deductions vary according to the state in which your work is performed. Other deductions for insurance or other benefits may be specifically authorized by the employee in writing or by electronic signature. Each paycheck stub itemizes amounts that have been withheld. It is the employee's responsibility to confirm the accuracy of payroll deductions and personal information and to notify their manager immediately of any changes. It is important that employees keep this information for tax purposes. Questions about deductions should be directed to the employee's manager.

## **Timekeeping Procedures**

Employees are expected to be on time daily and remain on the job throughout the regularly scheduled workday. We require honest and accurate recording and reporting of information. It is important to know that exaggeration or guesswork on time sheets will not be tolerated.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

It is the policy of the Comprehensive Security to pay employees for time worked in an accurate and timely manner, in accordance with applicable laws, and to maintain the required supporting documents and records. Employees have a duty to comply with Comprehensive Security guidelines with respect to time and attendance. Supervisors have a duty to be familiar with those procedures as well as the basic provisions of the Federal Fair Labor Standards Act (FLSA) covering time reporting and record keeping. This policy applies to both exempt and nonexempt employees under the FLSA.

Comprehensive Security uses an automated Time Reporting System (ADP) to record time worked for the purpose of:

- Collecting the data necessary to pay employees accurately and timely;
- Tracking compliance with appropriate governmental regulations;
- Maintaining the required supporting documentation.
- The ADP system records the employee's location they worked, the client they worked for and

arrival and departure times from each scheduled workday.

Note, if an employee does not turn their time in or turn their time in correctly, it could result in the employee not getting paid correctly or on time.

## **I. Time Clocks & Failure to Clock in/out**

Employees are required to follow established guidelines for recording their actual hours worked. A missed clocked in/out is a violation of this policy and includes:

- Failure to clock in/out on their designated time clock (i.e. ADP app) at the beginning and/or end of their assigned shift;
- Failure to accurately and timely report time worked; or
- Clocking in/out early (or Late) of assigned shift without prior approval.

## **Attendance & Punctuality**

Timely and regular attendance is an expectation of performance for all Comprehensive Security employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the company, employees will be held accountable for adhering to their workplace schedule. In the event an employee is unable to meet this expectation. They must obtain approval from their supervisor in advance of any requested schedule changes. This approval includes request to use appropriate accruals, as well as late arrivals to or early departures from work. Departments have discretion to evaluate extraordinary circumstance of a tardy, absence or failure to clock-in or clock-out and determine whether or not to count the incident as an occurrence. However, we recognize that nonexempt staff occasionally become ill, need to miss work or are unavoidably late. The purpose of this policy is to ensure employees provide notice of such absences.

### **I. Absent**

An employee is deemed absent when they are unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required.

Employees taking leave under the Family and Medical Leave Act, the Americans with Disabilities Act or other state or federal protected leave are expected to provide notice of absences in accordance with company policy. Failure to provide notice absent extenuating circumstances may result in disciplinary action.

### **II. Tardy**

An employee is deemed to be tardy when they:

- Fail to report for work at the assigned/scheduled work time. In these instances, managers may replace the tardy employee for the full shift.
- Leave work prior to the end of assigned/scheduled work time without prior supervisory approval.
- Take an extended meal or break period without approval
- Arrive to work past their scheduled start time may be replaced for the full shift at the discretion of their supervisor.

## **III. Department Notification Procedure**

Employees are expected to follow department notification procedures if they will be late for work, will not be at work, or are requesting planned time away from work. Employee must request in advance to their supervisor and in accordance with department procedure if they wish to arrive early or leave from an assigned shift.

At time of notification/call, the employee must notify their supervisor when an absence is due to a documented/approved leave of absence (i.e., Military Leave, FMLA) in order to ensure appropriate tracking of leave utilized and absenteeism.

An employee who fails to call in and report to work as scheduled for three consecutively work days will be viewed as having abandoned their position and employment will be terminated.

## **IV. Occurrence**

An occurrence is documented as an absence, tardy or missed clock in/out. While an absence refers to a single failure to be at work, an occurrence may cover consecutive absence days when an employee is out for the same reason. This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

## **Employee Reimbursements**

Any purchase made by an employee for the use of Comprehensive Security must be preapproved in writing by that employee's supervisor. All purchases must be turned in with a receipt to be reimbursed. All receipts must be turned in within 2 days of the purchase to be paid back to the employee on time, failure to turn in any receipt within the 2 days could lead to delay in the employee getting reimbursed on time. Reimbursements will be paid on the paid period the employee worked and made the purchase.

## **Personnel Records**

### **I. Personnel Files**

Employee personnel files are to hold valid and proper information, which is to include the necessary licensing and identifications. It is the policy of Comprehensive Security to permit an employee an opportunity to review their file that is maintained by the Office Manager. It should be noted that personnel files maintained in the Office Managers records are the official employment records of an employee and are the property of Comprehensive Security Inc. and cannot be duplicated without explicit authority from the Office Manager of Comprehensive Security.

An employee who wishes to see their personnel file should contact the Office Manager for their area to arrange for a mutually convenient time to review appropriate material. Employees should inform the Human Resources Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Employees also should inform the Human Resources Manager of any specialized training or skills they acquire. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage.

Personnel files are the property of the Company and may not be removed from the Company's premises without written authorization from the Human Resources Manager.

## **Record Retention**

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the COO to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## **Tennessee Pregnant Workers Fairness Act**

The Company will provide reasonable accommodation for an employee's or prospective employee's medical needs arising from pregnancy, childbirth, or related medical conditions.

A medical certification is required to support any request for temporary transfer, job restructuring, light duty, or absence from work, if the same is required from other employees for any other reasonable accommodation request. The Company will act in good faith under this act and provide the possible accommodations to the requesting employee while the employee is engaged with obtaining the medical certification.

If additional or extended breaks are requested and required, these may be unpaid.

The Company will not take adverse action against an employee for requesting or using a reasonable accommodation under this law.

## **Lactation Accommodation**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees.

Should you require lactation accommodations, please advise the Human Resource Manager so that accommodations may be made.

## **Termination, Discipline, and Rules of Conduct**

### **I. Termination**

#### **A. Voluntary Termination**

Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. An employee is encouraged to provide a two weeks' notice in writing so that there is a smooth transition out of the organization. If an employee provides less than the requested notice, the employer may deem the individual to be ineligible for rehiring.



The Company will consider an employee to have voluntarily terminated their employment if an employee does any of the following:

- 1) Elects to resign from the Company;
- 2) Fails to return from an approved leave of absence on the date specified by the Company; or
- 3) Employees who fail to report to work or contact their supervisor for three (3) consecutive scheduled workdays will be considered to have abandoned the job without notice. Employees who are separated due to job abandonment will be ineligible for rehire.

## **B. Involuntary Termination**

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the Company's rules of conduct as set forth below. Notwithstanding this list of rules, Comprehensive Security reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

## **C. Termination Due to Reorganizations, Economics, or Lack of Work**

From time to time, the Company may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the Company consider such terminations necessary, the Company will attempt to provide all affected employees with advance notice when practical. Layoff benefits associated with such terminations, if any, will be as specified in the notice.

# **II. Discipline and Rules of Conduct**

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Company standards, the employee will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which the Company determines adversely affects or is otherwise detrimental to the interests of the Company, other employees, or customers, may also result in disciplinary action.

## **A. Job Performance**

Employees may be disciplined for poor job performance, including but not limited to the following:

- 1) Unsatisfactory work quality or quantity;
- 2) Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
- 3) Failure to follow instructions or Company procedures; or
- 4) Failure to follow established safety regulations.

## **B. Misconduct**

The following are examples of some, but not all, conduct which can be considered unacceptable:

- 1) Obtaining employment on the basis of false or misleading information.
- 2) Stealing, removing or defacing Company property or a co-worker's property, and/or disclosure of confidential information.
- 3) Completing another employee's time records.
- 4) Violation of safety rules and policies.
- 5) Violation of the Company's Drug and Alcohol-Free Workplace Policy.

- 6) Fighting, threatening or disrupting the work of others or other violations of the Company's Workplace Violence Policy.
- 7) Failure to follow lawful instructions of a supervisor.
- 8) Failure to perform assigned job duties.
- 9) Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- 10) Gambling on Company property.
- 11) Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
- 12) Wasting work materials.
- 13) Performing work of a personal nature during working time.
- 14) Violation of the Solicitation and Distribution Policy.
- 15) Violation of the Company's Harassment or Equal Employment Opportunity Policies.
- 16) Violation of the Communication and Computer Systems Policy.
- 17) Unsatisfactory job performance.
- 18) Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, the Company will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

### **C. Attendance**

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- 1) Reporting to work on time, observing rest break and meal period policies, recording all time worked, and obtaining approval to leave work early; and
- 2) Notifying the supervisor in advance of anticipated tardiness or absence.

### **D. Discipline Procedure**

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description.

Comprehensive Security supports the use of progressive discipline to address issues such as poor work performance or misconduct, including tardiness and/or absenteeism. This policy is designed to provide a corrective action to improve and prevent a recurrence of undesirable behavior and/or performance issues. Outlined below are the steps of our progressive discipline policy and procedure. Comprehensive Security reserves the right to combine or skip steps in this process depending on the fact of each situation and the nature of the offense, when the Company deems such action appropriate.

The following outlines Comprehensive Security's progressive discipline process:

- 1) Verbal Warning: A Supervisor verbally counsels an employee about an issue of concern, and a

written record of the discussion is placed in the employee's file.

- 2) **Written Warning:** Used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has been given and not helped change the behavior. Written warnings are placed in the employee's file.
- 3) **Suspension:** Used for behavior or violations that a supervisor considers serious or in situations when a written warning has been given and not helped change the behavior. Any suspensions status will last for a predetermined amount of time not to exceed 90 days. Written record of the discussion is placed in the employee's file.

### III. Exit Interview

Employees who leave the Company for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with the Company, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all Company-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with the Company and for receiving final pay also will be made at this time.

### IV. Employment at Will

Nothing in this Guideline is intended to alter the at-will status of employment with the Company. Either you or the Company may terminate the employment relationship at any time with or without cause and with or without prior notice. The Company reserves the right to terminate any employment relationship, to demote, or to otherwise discipline an employee without resort to the above disciplinary procedures.

## Drug-Free Workplace

### I. Purpose of Guideline

Alcohol and drug abuse pose a direct and significant threat to the employee's personal health and safety. That is why Comprehensive Security is committed to assuring a drug-free working environment. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Company has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each employee must abide by this Guideline.

### II. Definitions

For purposes of this Guideline:

- "Illegal drugs or other controlled substances" means *any* drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

- "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.
- "Possession" means that an employee has the substance on their person or otherwise under their control.

### **III. Prohibited Conduct**

#### **A. Scope**

The prohibitions of this section apply whenever the interests of the Company may be adversely affected, including any time an employee is:

- 1) On Company premises;
- 2) Conducting or performing Company business, regardless of location;
- 3) Operating or responsible for the operation, custody, or care of Company equipment or other property; or
- 4) Responsible for the safety of others in connection with, or while performing, Company-related business.

#### **B. Alcohol**

The following acts are prohibited and will subject an employee to discharge:

- 1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- 2) Being under the influence of alcohol from unauthorized consumption.

#### **C. Illegal Drugs**

The following acts are prohibited and will subject an employee to discharge:

- 1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- 2) Being under the influence of any illegal drug or other controlled substance or at work with drug paraphernalia.

Despite many states' recent legalization of medical and/or recreational marijuana, the Company's zero tolerance policy prohibits any employee from having marijuana in their system while working and also prohibits any employee from possessing marijuana while on company property.

#### **D. Legal Drugs**

The following acts are prohibited and will subject an employee to discharge:

- 1) The abuse of any legal drug;
- 2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- 3) Working while impaired by the use of a legal drug whenever such impairment might:
  - a. Endanger the safety of the employee or some other person;

- b. Pose a risk of significant damage to Company property or equipment; or
- c. Substantially interfere with the employee's job performance or the efficient operation of The Company's business or equipment.

## **IV. Disciplinary Action**

### **A. Discharge for Violation of Guideline**

A first violation of this Guideline will result in immediate discharge whenever the prohibited conduct:

- 1) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;
- 2) Resulted in significant damage to Company property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- 3) Involved the sale or manufacture of illegal drugs or other controlled substances;
- 4) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol in a quantity greater than for personal use;
- 5) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or
- 6) Involved the failure of an employee to report a criminal conviction, as required by below policy.

### **B. Discretion Not to Discharge**

In circumstances other than those described above, the Company, in the discretion of management, may choose not to discharge an employee for a first violation of this Guideline if the employee satisfactorily participates in and completes an approved drug or alcohol abuse 'assistance' or rehabilitation program when recommended by the Company or the employee contacts the Employee Assistance Department within two working days after being referred there by management and follows the recommendations made by the Employee Assistance Department, including satisfactory participation in and completion of an approved drug or alcohol abuse, assistance, or rehabilitation program.

### **C. Effect of Criminal Conviction**

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event will be deemed to have violated this Guideline.

### **D. Written Warning**

An employee who is not discharged for a first violation of this Guideline will receive a final written warning and immediate suspension without pay for a period of 10 calendar days.

### **E. Effect of Second Violation**

A second violation of this Guideline at any time will result in immediate discharge.

### **F. Effect of Discharge on Eligibility for Rehire**

Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the Company.

## **V. Drug-Free Awareness**

### **A. Management Awareness**

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in

conduct that violates this Guideline. When management has reasonable suspicion to believe that an employee or employees are working in violation of this Guideline, prompt action will be taken. If the employee occupies a designated safety-sensitive position, such action may include drug testing in accordance with the procedures outlined in this policy.

## **B. Criminal Convictions**

Employees must notify the Company of any conviction under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event. Employees must notify the Company within five days after any such conviction. When required by federal law, the Company will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

## **VI. Use of Legal Drugs**

The Company recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Company property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, they may not report to work. To accommodate the absence, the employee may use accrued sick leave, personal leave, or vacation time. The employee may also contact the Human Resources Manager to determine whether or not they qualify for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued sick leave, personal leave, or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this Guideline is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

## **VII. Unregulated or Authorized Conduct**

### **A. Customary Use of Over-the-Counter Drugs**

Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.

### **B. Off-the-Job Conduct**

This Guideline is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Guideline.

### **C. Authorized Use of Alcohol**

The Company may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

## **VIII. Confidentiality**

Disclosures made by employees to the Human Resources Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee

to continue working. Disclosures made by employees to the Human Resources Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

## **IX. Counseling/Employee Assistance**

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources Manager, who will determine whether the Company can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this Guideline, particularly if discipline is imposed for a violation occurring before the employee seeks assistance.

## **X. Drug Testing**

### **A. Testing of Employees**

#### ***1. Reasonable Suspicion Testing***

Comprehensive Security retains the legal right and prerogative to test any employee for substance abuse. If a supervisor or manager has a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below.

Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, equipment; or result in an injury to themselves or another employee that required off-site medical attention. The investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

Applicable law may prohibit an injured employee whose injury was caused by his or her intoxication or use of a controlled substance, or who fails to successfully pass a required drug test, from receiving any workers' compensation benefits.

Refusal to submit to a requested test is grounds for disciplinary action up to and including termination of employment.

### **B. Procedures for Drug Testing**

The Company will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. The Company will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II. In the event of a positive drug screening, a medical review officer will only consider an employee's prescriptions issued within six months before the test result when determining a valid prescription, and immunity from certain actions authorized in this policy.



The clinic or laboratory will inform the Company as to whether the applicant passed or failed the drug test and may include a detailed testing report. If an employee fails the test, they will be considered to be in violation of this Guideline and will be subject to discipline accordingly.

### **C. Acknowledgment and Consent**

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the Company of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

### **D. Confidentiality**

All drug testing-records will be treated as confidential.

## **Business Related Events and Functions**

Alcoholic beverages may be available for consumption at certain business-related events, meetings and social occasions, as well as industry meetings and conferences, which an employee may attend in the course and scope of their employment. In addition, alcohol may be available for consumption at certain business-related special events and functions that are authorized or sponsored by The Company. The purchase and/or consumption of alcohol at these events does not violate The Company's Drug and Alcohol Use policy. However, being under the influence of alcohol such that judgment and/or job performance is impaired, which results in offensive and/or unprofessional conduct, and/or behavior that endangers and/or compromises the welfare and/or safety of the employee or others, or is harmful to The Company's business relationships, is specifically prohibited by this policy. Violation of the above rules and standards of conduct will not be tolerated. Employees may be disciplined, up to and including discharge, for violating these policies without prior notice or warning. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

## **Inspections and Searches on Company Premises**

### **I. Purpose of the Guideline**

The Company believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the Company's business. The Company also intends to protect against the unauthorized use and removal of Company property. In addition, the Company intends to assure its access at all times to Company premises and Company property, equipment, information, records, documents, and files. At times, it may be necessary for the Company to provide records, information or assistance to a government entity in accordance with the terms of a warrant, court order, or other order issued by law. Accordingly, the Company has established this Guideline concerning inspections and searches on Company premises. This Guideline applies to all employees of the Company.

### **II. Definitions**

For purposes of this Guideline:

- 1) "Prohibited materials" means unauthorized firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances as defined in the Company's Drug-Free Workplace Guideline; drug-related paraphernalia; the unauthorized use or



consumption of alcoholic beverages on Company property; or Company property and/or proprietary and confidential information belonging to a third party that an employee is not authorized to have in their possession.

- 2) "Company property" includes all documents, records, software, electronic codes, data, and files, in both hard copy and electronic form, relating to the Company's business; and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the Company.
- 3) "Company premises" includes all premises and locations owned or leased by the Company or under the control of the Company, including parking lots, lockers, and storage areas.
- 4) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.
- 5) "Possession" means that an employee has the prohibited material or Company property on their person or otherwise under their control.

### **III. Inspections and Searches**

#### **A. Access to Company Property**

- 1) In order to ensure access at all times to Company property, and because employees properly in possession of Company property or information related to Company business may not always be available to produce the property or information when needed in the ordinary course of the Company's business, the Company reserves the right to conduct a routine inspection or search at any time for Company property on Company premises. In addition, the Company reserves the right to access at all times information and communications stored in Company computer files, on Company mobile devices and in employee voicemail boxes and electronic-mail systems.
- 2) Routine searches or inspections for Company property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, Company-issued mobile device or similar places where employees may store Company property or company-related information, whether or not the places are locked or protected by access codes and/or passwords.
- 3) Because even a routine search for Company property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

#### **B. Inspections and Searches for Prohibited Materials**

- 1) Inspections or searches for prohibited materials in or on Company premises also will be conducted whenever the Company has reasonable suspicion to believe that a particular employee or group of employees may be in possession of materials in violation of this Guideline.
- 2) Inspections or searches for prohibited materials may be conducted by an independent security service or by Company personnel.
- 3) Inspections or searches for prohibited materials may be conducted on a regular or random basis at locations where employees enter or exit Company premises, without regard to whether there is reasonable suspicion that any employee may be in possession of prohibited materials in violation of this Guideline.
- 4) Inspections or searches for prohibited materials may be conducted from time to time even when there is no immediate reason to suspect the presence of the materials. In such cases, the Company may announce the inspection in advance, *except* for inspections or searches

conducted at locations where employees enter or exit Company premises.

- 5) Inspections or searches for prohibited materials may include an employee's office, desk, file cabinet, closet, computer, company-issued mobile device or similar places where employees may place personal possessions or information, whether or not the places are locked or password protected. Inspections or searches for prohibited materials also may include an employee's locker, or an employee's pockets, purse, briefcase, lunch box, or other item of personal property that is being worn or carried by the employee while on Company premises.
- 6) In cases involving an inspection or search of an employee's pockets, purse, briefcase, or other item of personal property that is being worn or carried by the employee, the employee will be requested to conduct a self-search (i.e., by turning out or emptying pockets, purses, etc.) in the presence of an observer who will be a person of the same gender.
- 7) Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the Company will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that may clear them of suspicion. In addition, the Company reserves the right to take appropriate action to prevent the unauthorized removal from Company premises of Company property.

#### **IV. Approvals for Inspections**

- 1) In instances in which the inspection or search is conducted because there is reasonable suspicion that a particular employee or group of employees may be in possession of prohibited materials in violation of this Guideline or may be using Company property in an unauthorized manner, and in instances in which an item of the employee's personal property will be searched, the inspection or search will be approved in advance by the highest ranking member of management in the Division who is available at the time the inspection or search is to be conducted and by the Human Resources Manager or their designated alternate(s) in the event of unavailability.
- 2) All inspections or searches that are conducted as part of the Company's program of periodic (and unannounced) inspections will be approved in advance by the Human Resources Manager, who will inform the Division Manager of the impending inspection prior to its occurrence.

#### **V. Disciplinary Action**

Employees who are found to be in possession of prohibited materials in violation of this Guideline and/or in violation of Company Property; Proprietary and Confidential Information Guideline, the Technology Use and Privacy Guideline, and the Drug-Free Workplace Guideline, or employees who are found to have used Company property in an unauthorized manner, will be subject to discipline, up to and including discharge, regardless of the Company's reason for conducting the search or inspection.

#### **VI. Confidentiality**

Managers and supervisors will make their best effort to restrict communications concerning a violation or possible violation of this Guideline to persons who have an important work-related reason to know.

### **Workplace Violence**

#### **I. Statement of Policy**

The company recognizes that workplace violence is a concern among employers and employees across the country. The Company is committed to providing a safe, violence-free workplace. In this regard, the Company strictly prohibits employees, consultants, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. Moreover, the Company seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The Company believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within Human Resources for responding to any situation that presents the possibility of violence.

## **II. Workplace Violence Defined**

Workplace violence includes, but is not limited to, the following:

- 1) Threats of any kind;
- 2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- 3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;
- 4) Defacing Company property or causing physical damage to the facilities; or
- 5) With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, in Company parking lots, or while conducting Company business.

## **III. Reporting**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify Human Resources immediately.

Further, employees should notify Human Resources and their supervisor if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace. No adverse employment action will be taken against an employee because they notify the Company of a potentially violent non-work situation.

## **IV. Investigation**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation. The Company may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence.

## **V. Corrective Action and Discipline**

If the Company determines that workplace violence in violation of this policy has occurred, the Company will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of

a non-employee, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Company may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Company may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

## **Natural Disasters**

In the event of a facility disaster such as earthquake, flood, hurricane, tsunami, tornado, fire, explosion, etc., the facility may be closed if the building is damaged or highways leading to the office or facility are damaged. For instructions on reporting to another location, contact the office or facility immediately.

## **Safety Program**

We strive to provide a safe and healthy work environment. Accordingly, the Company has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Company's General Safety Rules and will receive health and safety training as part of the Injury and Illness Prevention Program. A complete copy of the Injury and Illness Prevention Program is kept by the Human Resources Manager and is available for your review.

You are required to know and comply with the Company's General Safety Rules and to follow safe and healthy work practices at all times. You may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules. You also are required to report immediately to your supervisor any potential health or safety hazards, and all injuries or accidents. First aid supplies are located at in the Office break room, in Company cars, or client provided. The location of the nearest doctor and/or medical facility is posted in the Office break room or available in a fact sheet in Company Cars.

Comprehensive Security Officers are to use the minimum amount of force, which is consistent with the accomplishment of their mission. Armed Officers are to exhaust every other reasonable means of apprehension or defense before resorting to the use of a firearm. The use of a firearm is only to be used in defense of life.

Comprehensive Security believes that the safety and health of its employees is of the utmost importance. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner. Always be aware of your surroundings while on a job site. It is the responsibility of the employee to complete a First Report of Incident or Illness for each safety and health infraction that occurs by an employee.

## **Infectious Disease Control Policy**

The Company will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, break rooms, conference rooms, door handles and railings. A committee will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy

water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

## **I. Staying Home When Ill**

Many times, with the best of intentions, employees report to work even though they feel ill. We provide certain time off benefits to compensate employees who are unable to work due to illness. Information on time off benefits can be found in the time off policies in this handbook.

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Examples include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

## **II. Requests for Medical Information and/or Documentation**

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

## **III. Confidentiality of Medical Information**

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

## **IV. Social Distancing Guidelines for Workplace Infectious Disease Outbreaks**

In the event of an infectious disease outbreak, the Company may implement these social distancing guidelines to minimize the spread of the disease among the staff.

### **A. During the workday**

Employees are requested to:

- 1) Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
- 2) If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.

- 3) Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
- 4) Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.
- 5) Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
- 6) Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

## **B. Outside activities**

Employees might be encouraged to the extent possible to:

- 1) Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
- 2) Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

## **Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Company facilities other than the reception areas.

## **Company Property; Confidential and Personal Information**

Theft, carelessness and waste of Comprehensive Security assets have a direct impact on our profitability and should be avoided. If an incident of fraud or theft is suspected at any time, it should be reported immediately to a supervisor. Any unauthorized distribution of confidential information is prohibited and could be illegal, which can result in civil or criminal penalties.

Comprehensive Security's name and reputation depend upon you taking personal responsibility for adhering and maintaining the policies and guidelines in this handbook. At no time is an employee to ever imply that their position in this Company is more than what it is. False representation or false personating is strictly prohibited. Your business conduct on behalf of Comprehensive Security must be guided by the policies and guidelines set forth in this Code.

The security of the Company property is of vital importance. The Company property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the Company to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

Nothing in this policy or in related policies is intended to interfere with an employee's right to discuss working conditions within the organization or with members of the public nor is there any restriction on an employee's right to labor organize.

## **I. Confidential and Personal Information**

During your employment at Comprehensive Security, you may have access to confidential and proprietary data, which is not known by competitors or within the company's field of business generally. The nature of service provided by Comprehensive Security requires information to be handled in a private and confidential manner. Only members of management can release information about our business, employees or clients and to people or agencies outside the company with written consent. All reports, memoranda, notes or other documents will remain part of the company's confidential records.

This information (hereinafter referred to as "Confidential Information") includes, but is not limited to: data relating to the Company's marketing and servicing programs; procedures and techniques; the criteria and formula used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority and responsibilities of key contacts at Company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company. In addition, you should minimize those occasions on which you take documents, computer disks or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, to take documents, computer disk or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with the Company, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of such records or make any notes regarding such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

All employees should be required to sign a written confidentiality agreement.

## **II. Obligations on Termination**

On termination of employment, whether voluntary or involuntary, all tangible and intangible Company property must be returned to the Company immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the Company if the employee has Confidential Information or Personal Information stored in the employee's personal



computer, or in a mobile, cloud, or other storage medium, and work with the Company to identify all such Information and its location and help ensure it is retrieved and/or permanently deleted by the Company (or the Company's designated agent).

### **III. Security**

To avoid loss of Company property, the Security Department maintains and promulgates security procedures, which include maintaining control of entrances, exits, restricted areas, document control, and record keeping. Specific procedures regarding the protection of Company property, traffic throughout the facilities, and designation of restricted areas are issued by the Security Department and posted on Company bulletin boards. In addition, employees are expected to comply with Company policies regarding the authorized and secure use of the Company's computer technology Use of Communications and Computers Systems and Use of Social Media policies. Employees are expected to abide by all of the company's security procedures.

Avoiding loss or theft of Confidential Information or Personal Identification Information is an important part of each employee's job. Accordingly, employees must observe good security practices. Employees are expected to keep Confidential Information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information. Employees are not to remove Company property without authorization. Failure to adhere to Company policies regarding Confidential Information and Personal Identification Information will be considered grounds for dismissal.

Given the sensitivity of Confidential Information and Personal Identification Information, employees may only dispose of such information by secure methods approved by the Company. If an employee has any doubt or question about how to handle Confidential Information or Personal Identification Information, the employee should consult with the Company's Security Department.

### **Personal and Company-Provided Portable Communication Devices**

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time,



the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company -issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

## **Use of Communications and Computer Systems**

The Company's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Company's systems.

The Company may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, the Company may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## **Use of Social Media**

The Company respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is their personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

The Company encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **Mobile Device Policy**

The Company prohibits the use of all handheld mobile devices including cell phones, smart phones, tablets, personal organizers, or other devices for work purposes while operating a motor vehicle, or for personal purposes while operating a motor vehicle during working hours or on Company business. Moreover, all use of company-issued mobile devices, or personally owned mobile devices used for work-related purposes, must be made in accordance with Company policy including the Use of Communications and Computer Systems and Use of Social Media Policy.

Employees may use hands-free mobile devices while driving when safe and lawful to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use mobile devices to write, send or read any emails, text or other written messages for work purposes while operating a motor vehicle, or for personal purposes while operating a motor vehicle during working hours or on Company business.

## **Telecommuting/Work from Home Policy**

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for telecommuting should be submitted to your manager for consideration.

## **Electronic Surveillance**

The Company reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information. The Company may find it necessary to monitor work areas with security cameras when there is a specific job or business-related reason to do so. The Company will do so only after first ensuring that such action is in compliance with state and federal laws. Employees should not expect privacy in work-related areas. Employee privacy in nonwork areas will be respected to the extent possible. The Company's reasonable suspicion of an onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Employees should contact their supervisor or the Human Resources Department if they have questions about this policy.

## **External Communications**

Occasionally employees may be contacted by outside sources requesting information about Company matters, including information regarding current or former employees, Company projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about the Company to outside sources, any employee asked to speak for or on behalf of the Company by any outside source should immediately contact the appropriate Company official, as detailed below.

Employees violating this policy may be subject to discipline, up to and including termination of employment.

This policy is in no way intended to prohibit an employee from documenting and speaking with outside third parties regarding perceived or alleged unacceptable or illegal working conditions. The policy is also in no way intended to deter any employee from speaking with any individual regarding labor organizing.

## **I. Media Contacts**

The Company will respond to media inquiries in a timely and professional manner only through the designated spokesperson. If an employee is contacted by a representative from any media organization (e.g., television, radio, or newspaper reporters) to speak for or on behalf of the Company, the employee should notify the media representative that they are not authorized to make a public comment on behalf of the Company and immediately refer the media representative to the President/CEO. No

employee may communicate with media agents on behalf of the Company without prior authorization from the President/CEO.

## **II. Outside Attorneys and Investigators**

If an employee is contacted by an outside attorney or investigator regarding Company business, including information regarding current or former employees, Company projects, or other workplace issues, the employee should inform the inquiring party that they are not authorized to speak on behalf of the Company and immediately obtain the individual's name and telephone number. The individual's name and telephone number should then be provided to the Human Resources Department. Nothing in this policy restricts an employee from discussing their wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

## **III. Employment References and Verifications**

Employees contacted by outside sources requesting an employment reference or employment verification for a current or former employee should not provide any information to the requesting individual or organization. Instead, employees should refer the requesting individual or organization to the Human Resources Department. No employee, other than the Director of Human Resources, is authorized to provide employment references or employment verifications for any current or former employee. The Company's authorized representative(s) may verify dates of employment and last position held but will not disclose any other information unless the current or former employee provides written authorization to the Company to provide additional detail.

## **Dress and Grooming Standards**

Nothing in this dress code is intended or should be construed to violate, restrict or discriminate against any employee's actual or perceived race (including hair texture and natural hair styles), religion, religious creed, sex, sexual orientation, gender, gender identity or status, gender expression, national origin, ancestry, age, nursing mothers, or any other basis protected by local, state, or federal laws. If any employee believes that their protected rights based upon a protected class are being restricted or violated in some manner by the dress code, please contact your manager or human resources so that these concerns can be addressed. Any employee who needs a medical or religious accommodation to the Company's dress and grooming standards should contact the Human Resources Department.

### **I. Grooming**

All employees shall be clean and properly groomed when reporting for duty and while on duty. Employees will maintain uniforms, insignia, accessories and equipment in a serviceable manner, and all items shall be kept clean and uniforms wrinkle free. Security officers and supervisors shall adhere to the following appearance guidelines:

- Beards, Goatee, Mustaches must be neatly trimmed and not exceed the edge of the lips.
- Hair and/or wigs must be natural in color and shall be kept clean, neat, and styled to present a neat appearance. For females, hair may be worn in an "up" style, so as not to interfere with the wearing of the uniform or use of equipment. No decorations shall be worn in the hair, and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
- Body-piercing jewelry shall not be visible when the officer is in uniform. This includes but is not limited to lips, tongue, eyebrows, cheeks, or other parts of the face. In the same manner, hickies, 'love bites', or "passion marks" shall not to be visible when the officer is in uniform.

This is for the safety of the officer, as well as the professional image and demeanor of Comprehensive Security, INC.

## **II. Attire**

### **A. Uniform Dress Code**

Comprehensive Security, INC's Dress Code policy has been developed and implemented to guide all security officers and supervisors and should be followed as much in spirit as by letter. It is intended to create unity through uniformity, not to infringe on individual expression. The public's first contact with Comprehensive Security Inc. personnel is visual; therefore, it is crucial that security officers present an impressive, professional image at all times. Officers are to be in the approved attire /uniform while on duty. Strict standards are applied to the wearing of the uniform, and this policy shall govern those standards.

### **B. Description of Basic Uniform**

- Employees are expected to be in full, contract-specific uniform while on duty. Please obtain details of approved uniform requirements from your supervisor
- Security offices uniform is a gray uniform shirt, black pants and black shoes. Comprehensive Security INC, requires specific patches be sewn on and your name tags on their uniforms, as identification and certification emblems. Please contact your supervisor for requirements pertaining to patches, badges, and other insignias for you contract and your post.
- Head Gear-In all operations, only the approved style headwear is allowed. These may be a black ball style cap as issued. It must be worn with the bill in the front. The approved headwear for all Sikh personnel shall be black "full" turban, to be tied neatly and firmly. During inclement weather, approved headwear may include dark blue or black watch cap, dark blue or black headband worn under beret or cap, or a dark blue or black aviator or pipe cap with earflaps. Variations in headwear and neckwear will depend upon the dictates of the local operation. This will be the decision of your supervisor, who will be accountable to the director of Operations.
- Footwear- Approved footwear is black shoes or boots. No open toed shoes are allowed. Personnel who choose to wear footwear that exposes the socks rather than boots shall wear black socks.
- Jackets- In cold-weather conditions, personnel shall wear the issued jacket with proper patches. Additional articles of clothing such as black thermal or long underwear, extra socks, black gloves, and dark blue/black turtleneck shall be worn under the issued uniform.

## **III. Uniform for Traffic or Police Officers at Metro Public Works Permitted Right-of-Way Sites**

Persons obtaining a Right of Way Permit issued by the Metropolitan Police Department of Public Works who are required to engage the services of a traffic or police officer (as defined in TCA 55-8-109) as a condition of the permit, shall ensure that every officer is notified of this policy and shall ensure compliance as a condition of the permit.

### **A. Uniform Requirements**

Every traffic or police officer (as defined in TCA 55-8-109) who is engaged in employment related to a right of way permit issued by the metropolitan Department of Public Works (MPW) shall wear departmentally approved General Duty Uniform. The wearing of anything other than the General Duty Uniform is prohibited unless approved, in writing, by the director of MPW, or designee.

## **B. General Duty Uniform**

The General Duty Uniform is the uniform generally worn by officers, in their assigned jurisdiction, while performing law enforcement duties. The following provisions shall apply:

1. The uniform has two classifications: Class A uniform, a uniform generally characterized by a long sleeve shirt, and Class B uniform, a uniform generally characterized by short sleeve shirt worn with an open collar.
2. Uniform apparel shall bear approved insignia to clearly identify officers by their classified ranks or position as employees of the department or their "home jurisdiction", their name shall be clearly displayed on a name stripper name tag, and uniforms shall be maintained in a neat, clean, and serviceable condition. Such insignia shall include, in addition to name tag, the badge and any rank or position Insignia, and departmental patch or logo.

## **C. General Provisions**

1. The terms uniform and equipment mean those items of wearing apparel including uniform insignia items worn are displayed by employees to identify themselves as members of the department or their "home jurisdiction", and the tools, implements, and other items authorized for use in performing their official duties.
2. For the uniform to be considered acceptable, the wearing apparel specified herein must be worn and otherwise be in compliance with these provisions:
  - a. Trousers: must be tailored to a length no shorter than the top of the shoes when wearing "low cut" shoes, and no longer than the top of the heels of the same type shoes when standing in an upright erect position. Shorts or blue jeans are prohibited.
  - b. Shirts: Must be tailored where the sleeves of long sleeve garments (Class A Uniform) will reach the joint of the wrist. The sleeves shall not be rolled up or under at any time. They shall be in a fully buttoned down condition. The tale of the garment shall be neatly tucked inside the trousers or skirt at the waist. The color shall not be turned up or under, or otherwise altered.

## **Smoking**

The Company maintains a smoke- and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes including electronic smoking devices or e-cigarettes, pipes, hookahs, cigars, snuff, or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company. In any place, except in restricted smoking area(s), right of non-smokers to breathe clean air prevails over the right of the smokers to smoke.

## **Solicitation, Distribution, and Bulletin Boards**

Employees may engage in solicitation on Company premises only during their nonworking time. Nonworking time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-Company written materials only during nonworking time and only in nonwork areas. If an employee is not certain whether an area is a work or nonwork area, they should consult their immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on Company property at any time. Similarly, solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on Company property at any time.

The Company has bulletin boards located throughout the facility for the purpose of communicating with employees. Postings on these boards are limited to items posted by the Company, including statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest relating to the Company, local operating rules, and other Company items. All postings require the prior approval of the Division Manager or the Human Resources representative. No postings will be permitted for any other purpose.

## Company Vehicles

Comprehensive Security provides vehicles for business use only. Employees may not drive any business vehicles without prior approval. Before being approved to operate a Company vehicle, an employee's driving records will be reviewed, with consent of the employee, and the existence of a valid driver's license will be verified. Employees approved to drive on Company business are required to inform Comprehensive Security of any changes that may affect their legal or physical ability to drive or their continued insurability.

When operating a Comprehensive Security vehicle, you must follow these guidelines.

- Wear Seatbelt at all times while driving
- NO CELL PHONE USE WHILE DRIVING
- Obey all State of Tennessee Traffic Laws
- NO SMOKING OR DRINKING ALCOHOL
- DO NOT operate the vehicle while under the influence of any drugs or alcohol.
- Only individuals employed by Comprehensive Security are allowed in the car.
- Run Security Lights only when required.
- Pick up Trash when you drop the Patrol Car back at the Office
- Lock vehicle and remove keys from unattended vehicles.
- Report accidents to a supervisor as soon as possible and obtain a police report.
- The Company participates in a system that regularly checks the DMV records of all employees who drive as part of their job. If your driver's license is revoked or expired, immediately notify your supervisor and do not drive. If you receive a moving violation or any citation that may affect your eligibility to drive a company vehicle, inform your supervisor immediately.

## Holidays

The Company observes the following standard holidays each year:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Eligible employees will receive a day off on each of the holidays listed above.

### I. Eligibility

Unless otherwise provided in this policy, Office employees will receive time off with pay at their normal base rate for each company-observed holiday. Staff working a Company holiday may receive holiday pay



as described below. The Company reserves the right to determine how many and which holidays will be paid per year. Moreover, all employees are ineligible for holiday benefits while they are on leave of absence.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be eligible for holiday pay, unless the employee is absent with prior permission from their supervisor.

## **II. Weekends and Vacations**

For Office employees, holidays falling on Saturdays will normally be observed on the preceding Friday and holidays falling on Sundays will normally be observed on the following Monday. Holidays that occur during an eligible employee's vacation/PTO will not be counted as vacation days taken.

## **III. Pay In Lieu of Time Off**

The Company may, in its sole discretion, require some or all employees to work on company-observed holidays, in which case the Company will provide pay in lieu of time off.

## **IV. Rate of Pay**

Nonexempt employees required to work on a company-observed holiday will be paid at 1 ½ times their normal base rate for all hours worked. Overtime provisions may apply.

## **PTO Policy**

The Company provides PTO benefits to eligible employees to enable them to take paid time off for rest and recreation. The Company believes that this time is valuable for employees in order to enhance their productivity and make their work experience with the Company personally satisfying.

### **I. Eligibility**

All Management, Upper Management and full-time Office Staff employees who have completed at least 60 days of continuous service with the Company are eligible to receive PTO benefits. Part-time and Temporary employees are ineligible for PTO benefits.

### **II. PTO Amount**

Eligible employees will receive 96 hours (12 days) of paid PTO to be used by the end of the calendar year. On January 1st each year, all Full Time Office employees will receive 96 hours (12 days) of paid PTO to be used in that calendar year. Unused paid PTO will not carry over into the following year and will be paid out at the end of the year.

### **III. PTO Pay on Termination**

On termination of employment, employees are paid all unused PTO through their last day worked at their base rate of pay at the time of termination.

### **IV. PTO Approval**

All PTO must be approved in advance by the employee's immediate supervisor.

### **V. PTO Scheduling**



Scheduling of PTO is to be done in a manner consistent with the Company's operational requirements. Employees should submit their PTO requests to their immediate supervisor for approval at least two weeks prior to the commencement of a PTO period. In the event that two or more employees have requested PTO covering the same period and may not be absent simultaneously, preference shall be given to the employee with the greater length of service. Employees who are not on direct deposit and who wish to receive their pay prior to going on PTO must make a pay advance request at least three weeks in advance. Subject to supervisor approval, an employee may otherwise schedule and take PTO at any time once it has accrued

## **VI. PTO Use**

All PTO days generally should be taken not later than the calendar year immediately following the year in which they accrue, unless prior approval is obtained from the supervisor to carry over the PTO days to the subsequent year.

## **VII. PTO Advances**

An employee is not permitted to borrow on future accrual of PTO benefits, except with the approval of the Human Resources Manager. In no case may new employees borrow or take PTO time before they become eligible to accrue PTO, as described in Paragraph A, above. Employees who use any PTO days before they have been accrued and then leave the employ of the Company must repay any overdrawn amount to the Company at the time of termination.

## **VIII. PTO Increments**

Eligible employees must take accrued PTO in full day increments of at least (eight (8) hours).

## **IX. PTO For Family Care and Medical Leave Purposes**

Employees who request family care or medical leave pursuant to the Company's FMLA policy generally may apply any accrued and available PTO to the unpaid portion of their family care or medical leave, as permitted by law; please see Human Resources for more information.

## **Leaves of Absence**

### **I. Family and Medical Leave Act (FMLA)**

The Company will provide Family and Medical Leave to its eligible employees. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in Office Break Room

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact [insert name and contact information] in writing.

### **A. General Provisions**

Under this policy, the Company will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible

employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

## **B. Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

## **C. Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Qualifying exigencies leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency *must be one of the following*:

- a. *short-notice deployment*
- b. *military events and activities*
- c. *childcare and school activities*
- d. *financial and legal arrangements*
- e. *counseling*
- f. *rest and recuperation*
- g. *post-deployment activities, and*
- h. *additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.*

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

- a. A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- b. A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- c. Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d. The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the 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. 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 shall be considered the covered servicemember's next of kin and may take FMLA

leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

“Covered active duty” means:

- a. “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- b. (2) Covered active duty or call to covered active-duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

- A. Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term “covered servicemember” means:

- a. 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
- b. a veteran 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.

*The term “serious injury or illness means:*

- a. in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- b. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered

servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

- c. Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

#### **D. Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the company and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

#### **E. Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's share of the health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the

employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

#### **F. Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

#### **G. Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid PTO, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid PTO, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid PTO and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid PTO, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

#### **H. Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child

after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

### **I. Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

### **J. Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical

Privacy Rules, the company will obtain the employee's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **K. Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

#### **L. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The company will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

#### **M. Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **N. Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual



circumstances.

### **O. Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

### **P. Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **II. Temporary Disability Leave**

### **A. Eligibility and Duration**

In addition to Pregnancy-Disability leaves, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or any applicable State or local disability laws.

The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation. For a full explanation of leave rights, employees should contact the Human Resources Department.

If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by state workers' compensation laws. Employees having questions about such rights should contact the Human Resources Department.

### **B. Leave's Effect on Pay and Benefits**

An employee taking temporary-disability leave must substitute any accrued sick pay and vacation pay for the leave. Except to the extent that paid leave is substituted for temporary-disability leave, the temporary-disability leave will be unpaid.

Group insurance benefits may be continued during the temporary-disability leave period. However, the cost of such coverage, excluding the Company's premium payment, becomes the responsibility of the employee. The employee and the Human Resources Department should agree upon a payment schedule before the employee's leave begins.

### **C. Procedure for Requesting Disability Leave**

Unless the circumstances render it impractical, a temporary-disability leave must be approved in advance the Human Resources Manager. Whenever possible, an employee should submit a written request for disability leave to the Human Resources Manager as soon as the employee is aware of the need for such leave or transfer. Any request for a disability leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position without undue risk to the

employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee with performing the essential functions of their position.

#### **D. Reinstatement After Temporary-Disability Leave**

Each employee who has taken a temporary-disability leave must keep the Human Resources Manager advised of the disability status and must contact the Human Resources Manager at least two weeks prior to the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from temporary-disability leave shall be reinstated in accordance with applicable law and shall be given their former position when staffing requirements permit. The Company cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave.

Each employee who has taken a temporary-disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the Human Resources Manager on or before the employee's return from temporary-disability leave.

#### **E. Premium Payments for Employees on Temporary Disability Leave**

The Company will pay the employer's portion of premiums for continuation of Company-sponsored group health plan benefits during the first 60 days of any authorized temporary disability leave. Thereafter, the employee may only continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and must pay the full cost of doing so.

#### **F. Conversion/Post-Employment Insurance Options**

Pursuant to COBRA and Cal-COBRA eligible employees and their dependents may be entitled to continue medical, dental, vision and health flexible spending account coverage after employment with the Company ceases or certain other qualifying events occur. COBRA information is provided separately. In addition, you also can contact the Human Resources Department to obtain COBRA information.

### **III. Other Leaves of Absence**

#### **Tennessee Parental Leave**

The company will grant qualified employees with job-protected maternity leave of up to 4 months for the adoption, pregnancy, childbirth or nursing of an infant. Qualified employees are full time employees who have worked for the Company for at least 12 consecutive months. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

Qualified employees must give at least three (3) months' advance notice of his or her anticipate date of departure, length of leave, and intention to return to full time employment after leave, unless notice is not possible. Employees will be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

This leave is un/paid. Such leave shall not affect the employees' right to receive PTO time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leaves of absence.

## **Military Leave of Absence**

Comprehensive Security complies with and supports federal law which provided for unpaid leave of absence for National Guard and Military Reserve members and those who volunteer or are involuntarily inducted into military service, to attend military training and for active duty.

Employees wishing to take military leave should make a written request to their supervisor as early as possible stating the dates the military leave will begin and end. The request should include a copy of orders to report to duty from the appropriate military authority.

An eligible employee is allowed to retain any seniority status, as well as receive any additional seniority that the employee would have attained had they remained continuously employed prior to the military leave. Leaves under this section are unpaid. The leave time will not result in loss of time, pay not specifically related to leave of absence time, regular leave or vacation, or impairment of efficiency rating.

Upon satisfactory completion paperwork presented to the Company, the employee is entitled to be restored to his or her former or similar position with no loss of benefits or seniority.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence.

## **Civil Air Patrol**

Under Tennessee law, eligible employees will be provided an unpaid leave of absence when the employee is ordered to perform Civil Air Patrol duty (which includes emergencies) or training in the service of the state.

The leave will not result in loss of time, pay not specifically related to leave of absence time, regular leave or PTO, or impairment of efficiency rating.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

## **Veterans Day Leave**

The Company will grant employees who are veterans to have the entirety of Veterans Day off as an unpaid holiday.

A *veteran* means:

- A former member of the US armed forces; or
- A former or current member of a reserve or Tennessee national guard unit who was called into *active military service of the US* (i.e., full-time duty in the US army; navy, including marine corps; air force; or coast guard).

An *employee* means a natural person who performs services for an employer for valuable consideration, and does not include a self-employed independent contractor.

To be eligible, an employee must provide the employer with:

- At least one-month written notice of their intent to have Veterans Day as an unpaid holiday; and
- Proof of veteran status (e.g., a DD Form 214 or other comparable certificate of discharge from the armed forces).

The law also requires that the employee's absence, either alone or in combination with other veteran employees' absences, on that day will not impact public health or safety, or cause the employer significant economic or operational disruption, as determined by the employer in its sole discretion.

### **Jury Duty**

Comprehensive Security recognizes that jury duty is a civic responsibility of our employees. You must provide a copy of the Jury Duty summons to your supervisor within one day of receiving the summons. Comprehensive will pay regular compensation for each scheduled working day for that employee who is scheduled for jury duty.

Employees do not need to return to work on the day or days in which the employee's responsibility for jury duty exceeds three (3) hours. Employees who work the night shift will be excused from working the shift preceding their first day of jury duty, as well as shifts occurring within twenty-four (24) hours after a day of jury service lasting three (3) or more hours.

### **Voting Time Off**

Employees eligible to vote, and who do not have three consecutive hours off between the time the opening and closing of the polls, may request time off to vote without a deduction in pay. If possible, employees should make their request (in writing) at least one day in advance of the election, and the company will designate the time to be taken. This time off will not apply to an employee on the day of the election if there are three or more successive hours while the polls are open in which the employee is not working.

An employee who is appointed a voting machine technician on a part-time basis by the county election commission may take unpaid leave from their full-time employment for the days required to perform the technician duties. Eligible employees are not required to use vacation or other leave time on those days.

### **Volunteer Firefighter and Rescue Squad Leave**

The Company will permit time off for employees who are volunteer firefighters and/or volunteer rescue squad members who may be late or absent from work to respond to a fire call or an emergency that occurred outside normal work hours.

Volunteer firefighters are permitted to take off the next scheduled work period within twelve (12) hours following the response as a PTO or PTO day without loss of pay, if the employee assisted in fighting the fire for more than four (4) hours. If the employee is not entitled to PTO or PTO, the leave is unpaid. The employee must provide a written statement from the Chief of the volunteer fire department verifying that the employee responded to a fire or was on call, specifying a date, time, and duration of the response.

Volunteer rescue squad members must also provide a written statement from their supervisor or acting supervisor of the rescue squad stating that the employee responded to an emergency, specifying a date, time, and duration of the response. This leave is unpaid.

## **Leave for Educational/Daycare Purposes**

Employees may be granted time off without pay to provide parents with leave to volunteer in their children's educational and teaching process. Employees must provide reasonable advance notice when taking leave under this section. The leave is unpaid, but employees may use any accrued PTO time.

## **Bereavement Leave**

Employees will be allowed up to three consecutive unpaid days off to arrange and attend the funeral of an immediate family member. For purposes of this policy an employee's immediate family is defined to include the employee's current spouse, current domestic/civil-union partner, father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, children, step-children, current parent in-law, grandparents, current grandparents in-law and grandchildren.

If an employee requires more than three unpaid days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued PTO time. All such time off for bereavement leave is not a guarantee and subject to supervisor approval. The Company may ask for proof of need for bereavement leave.

## **Employee Benefits**

The Company provides benefits as described in general terms below. The terms on which benefits are made available to employees are set forth in the governing plan documents. In the event of a conflict between the following descriptions and the terms of the plan documents, the plan documents will control. This handbook is not a plan document and does not create any enforceable rights with respect to benefits or otherwise. The Company reserves the right to eliminate or modify any of its benefits at any time without prior notice. Employees who have any questions regarding benefits should contact the Human Resources Manager.

### **I. Insurance Benefits**

#### **A. Workers' Compensation Insurance**

The purpose of this policy is to ensure that any worker injured in the course and scope of employment receives timely access to all the benefits as prescribed by workers' compensation laws. All Comprehensive Security employees are covered under the provisions of workers' compensation laws. Workers' compensation covers employees' reasonable and necessary medical expenses and provides weekly income for lost time from work due to an accident or an illness deemed compensable under the workers' compensation law.

With few exceptions (such as medical emergencies) employees should report all injuries to their supervisor ASAP (As Soon As Possible) or by end of the workday. Supervisors are responsible for reporting the accident to the Office Manager ASAP (As Soon As Possible) of an accident. Timely reporting ensures the best recall of the facts and the prompt delivery of benefits to employees.

Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

The Company does not provide workers compensation benefits, or accept any liability, for any illness or injury that arises from an employee's voluntary participation in any off-duty recreational, social, or

athletic activity or event that is not an expected or required as part of the employee's work-related duties. Employees who choose to participate in any such off duty activities may be required to sign a written agreement to confirm that they are voluntarily assuming the risk of injury or illness and releasing the Company from any such liability.

## **B. Medical, Dental, and Vision Insurance**

Comprehensive Security follows all requirements for the Affordable Care Act. Comprehensive Security offers Medical, Dental and Vision insurance to all full-time employees after being with the company for 60 days. Each full-time employee must work and maintain a 30-hour work week to qualify. You may contact the Human Resources Department to obtain the current premium schedule.

## **C. Premium Payments for Employees on Leave**

The Company will pay the employer's portion of premiums for continuation of Company-sponsored group health plan benefits during the first 60 days of any authorized leave. Thereafter, the employee may only continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and must pay the full cost of doing so.

If an employee is on an approved FMLA leave, the Company will permit the employee to continue coverage under Company-sponsored group health plans by paying only the amount charged to similarly situated active employees. If an employee does not return to work at the expiration of an FMLA leave, regardless of whether they continued coverage during the FMLA leave, they normally will be eligible to elect COBRA continuation coverage with respect to Company-sponsored group health plans, with the COBRA qualifying event normally being the expiration of the leave.

## **D. Conversion/Post-Employment Insurance Options**

Pursuant to COBRA eligible employees and their dependents may be entitled to continue certain benefit coverage after employment with the Company ceases or certain other qualifying events occur. COBRA information is provided separately. In addition, you also can contact the Human Resources Department to obtain COBRA information.

## **E. Insurance Coverage Information**

Eligibility requirements and further information concerning insurance coverage are fully explained in the applicable plan documents, summary plan descriptions, and any applicable summaries of material modification, available from the Human Resources Department. In all cases, however, the applicable plan document controls over any summary or other communication for purposes of determining your rights and benefits.

## ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE HUMAN RESOURCES DEPARTMENT [or if delivered via an electronic format: CLICK ON THE BOX AS INDICATED, TYPE YOUR NAME AND DATE, AS APPLICABLE, AND HIT "ENTER"] WITHIN ONE WEEK OF EMPLOYMENT.

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the Company's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the Company.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the Company's at-will employment policy, the Company may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the Company cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Company's guidelines or procedures, I should consult the Company's Human Resources Department.

I understand and agree that my relationship with the Company is "at-will," which means that my employment is for no definite period and may be terminated by me or by the Company at any time and for any reason, with or without cause or advance notice. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the President of the Company, that no other employee or representative of the Company has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the President of the Company. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the Company now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

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