

## **C&K Trucking, LLC Policy Handbook**

### **Welcome new employee!**

On behalf of your colleagues, I welcome you to C&K Trucking, LLC and wish you every success here.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with C&K Trucking, LLC.

**We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!**

Sincerely,

Michael Burton  
President

## **C&K Trucking, LLC Policy Handbook**

### **INTRODUCTORY STATEMENT**

This handbook is designed to acquaint you with C&K Trucking, LLC and provide you with information about working conditions, employee benefits and some of the policies affecting your employment. This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by C&K Trucking, LLC to benefit employees. Some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information since this handbook only briefly summarizes those benefits. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

### **DISCLAIMERS**

**Neither this handbook nor any other Company document confers any contractual right, either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company or you may resign for any reason at any time.**

**No employee handbook can anticipate every circumstance or question about policy. As C&K Trucking, LLC continues to grow or change, the need may arise and C&K Trucking, LLC reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or C&K Trucking, LLC to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.**

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This Employee Handbook has been prepared to inform you of C&K Trucking, LLC's ("C&K") employment practices, policies and procedures.

### **Form of EMPLOYEE ACKNOWLEDGEMENT**

The employee handbook describes important information about C&K and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook.

I have entered into my employment relationship with C&K voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or C&K can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to the C&K policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies

**Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

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

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### **101 Nature of Employment**

Employment with C&K is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, C&K may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

**Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between C&K and any of its employees.**

### **102 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at C&K will be based on merit, qualifications, and abilities. C&K does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or any other characteristic protected by law. State laws vary in what characteristics are protected by state law.

C&K will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **103 Immigration Law Compliance**

C&K is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

### **104 Disability Accommodation**

C&K is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

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Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions, unless doing so would result in an undue hardship. All requests for accommodations must be made with the Human Resources Department. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments and promotions. Leave of all types will be available to all employees on an equal basis.

C&K is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. C&K will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. C&K is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

### **105 Outside Employment**

Employees may not take an outside job, either for pay or as a donation of his/her personal time, with a customer or competitor of C&K.

### **106 Driver's License and Driving Record**

Employees whose work requires operation of a company owned motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You may be asked to submit a copy of your driving record to C&K from time to time. Any changes in your driving record must be reported to your supervisor or manager immediately. Failure to do so may result in disciplinary action, up to and including termination.

### **107 Employee Conduct and Work Rules**

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

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are merely examples of conduct that may result in disciplinary action, up to and including termination of employment based upon the seriousness of the violation. Nothing in this list alters the at-

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will nature of your employment; either you or C&K may terminate the employment relationship with or without reason, and in the absence of any violation of these rules.

1. Violation of security or safety rules or failure to observe safety rules or company safety practices; failure to wear required safety equipment; tampering with company equipment or safety equipment.
2. Negligence or any careless action which endangers the life or safety of another person.
3. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment.
4. Possession of firearms, weapons or explosives on company property or while on duty. We do not allow firearms of any kind on company property. Even if you have a Conceal Carry permit, firearms are not allowed.
5. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on company premises or when representing C&K; fighting, or provoking a fight on company property, or negligent damage of property.
6. Insubordination or refusing to obey instructions properly issued by your supervisor or manager pertaining to your work; refusal to help out on a special assignment.
7. Engaging in an act of sabotage; negligently causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
8. Theft or unauthorized possession of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for personal profit.
9. Dishonesty; falsification or misrepresentation on your application for employment, time sheet or other work records; lying about sick or personal leave; falsifying the reason for a leave of absence or other data requested by C&K; alteration of timecards, company records or other documents.
10. Giving confidential or proprietary company information to competitors or other organizations or to unauthorized C&K employees; working for a competing business while a C&K employee; breach of confidentiality of personnel information.
11. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
12. Immoral conduct or indecency on company property.
13. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor or manager.
14. Any act of harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
15. Sleeping or loitering during working hours.
16. Excessive use of company telephone, or cellular phones for personal calls.
17. Creating or contributing to unsanitary conditions.
18. Un-excused absence or late arrival; excessive absence or lateness.

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19. Obscene or abusive language toward any manager, employee or customer; indifference or rudeness toward a customer or fellow employee; any disorderly/antagonistic conduct on company premises.
20. Speeding or careless driving of company vehicles.
21. Failure to immediately report damage to, or an accident involving C&K equipment.
22. Excessive personal use of the internet.

The following conduct is cause for immediate termination. This list is not, however, exhaustive. Employment with C&K is at the mutual consent of C&K and the employee, and either party may terminate the relationship at any time, with or without cause, and with or without advance notice.

1. Theft.
2. Falsification of C&K records.
3. Failure to follow safety practices.
4. Threat of, or act of, doing bodily harm.
5. Willful or negligent destruction of property.
6. Use and/or possession of intoxicants, drugs or narcotics.

### 108 Employment Classifications

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

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Human Resources Department.

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

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work 40 hours or more per week.

**PART-TIME** employees are those who work an average of less than 30 hours per week.

**TEMPORARY** employees are those who may work for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

### **109 Rest and Meal Periods**

Each workday, full-time nonexempt employees are provided with 2 rest periods of 15 minutes in length. Since this time is counted and paid as time worked, employees are not able to leave the campus during these breaks.

All full-time regular employees are provided with one meal period of 30 minutes in length each workday. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. All hourly employees will be required to punch in and out for lunch.

### **110 Associate Time Keeping**

C&K maintains time records for all Non-Exempt/hourly and salaried employees to ensure accurate and timely payroll processes, as well as, to comply with all applicable Federal, State and Local laws and guidelines.

- Non-Exempt employees are responsible to record their working time daily utilizing the electronic time keeping device available at his or her location to ensure proper processing through payroll.
- Associates are required to clock in at the start of their shift and clock out at the end of their shift, and for all meal periods each workday.
- Employees are required to review, verify and sign their hours on the weekly time report provided by management. If a discrepancy exists, employees must bring it to the attention of their manager who will make any needed adjustments.
- Managers should verify their employee timesheets on a weekly basis and sign off on the hours worked each week.

### **111 Employment of Relatives/Associates Dating**

C&K employees who are related, dating or who have personal relationships which may create the impression of a conflict of interest should not be assigned to supervisory/subordinate roles, or in roles in which one party could influence the work of the other party.

Employees are responsible for notifying their manager of any potential conflict of interest in regards to this policy. If the Manager considers the potential or perceived conflict of interest to be adversely affecting the business the Manager reserves the right to take the appropriate actions to remedy the situation. This may include transfer or termination of one or both parties based on the needs of the business.



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### 112 Employee Benefits

Eligible employees at C&K are provided a wide range of benefits.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Human Resources can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

- \* 401(k) Savings Plan- First of the month following 90 days
- \* Health Insurance- First of the month following 30 days
- \* Dental Insurance- First of the month following 30 days
- \* Short-Term Disability- First of the month following 30 days
- \* Long-Term Disability- First of the month following 30 days
- \* Accident Insurance- First of the month following 30 days
- \* Critical Care insurance- First of the month following 30 days
- \* Supplemental Life Insurance- First of the month following 30 days
- \* Employee Assistance Program
- \* Holidays- After 30 days of employment
- \* Jury Duty Leave- After 30 days of employment
- \* Family and Medical Leave- (refer to FMLA policy)
- \* Military Leave- (refer to Military Leave policy)
- \* Bereavement Leave- After 30 days of employment
- \* Vacation Benefits- (refer to vacation policy)

### 113 Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in this policy.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- During the first year of employment, accrue at a rate of .833 days per month of eligible service. All time earned must be used by the end of the calendar year (December 31<sup>st</sup>).
- After 1 year of eligible service the employee is entitled to 10 vacation days each year, accrued and earned monthly at the rate of .833 days per month.
- After 10 years of eligible service the employee is entitled to 15 vacation days each year, accrued and earned monthly at the rate of 1.25 days per month.

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Paid vacation time can be used in minimum increments of one-half day. To take vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation.

In the event that available vacation is not used by the end of the year (December 31<sup>st</sup>), employees will forfeit the unused time. Vacation time cannot be carried over to the next year.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

Vacation time must be scheduled and approved by the employee's immediate supervisor. Employees must fill out and submit a time off request form to their supervisor for approval.

Employees who resign or are terminated will be compensated for any accrued but unused vacation time. This is a prorated amount based on the time period since the beginning of the year (January 1<sup>st</sup>).

### 114 Corporate Holidays

C&K will grant holiday time off to all employees on the holidays listed below:

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

C&K will grant paid holiday time off to all employees who have completed 30 calendar days of service.

- Full-time hourly employees will be paid 8 hours holiday pay.
- Part-time hourly employees will be paid 4 hours holiday pay.

\*\*Terminal holidays will vary based on the needs of terminal. Talk to your Terminal Manager for a list of paid holidays.

Unfortunately due to the nature of the industry, all employees will not always be able to be given the day off for the holiday, but will be given an alternate day off during the same week as the holiday.

### 115 Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Employee Manual.

### 116 Bereavement Leave

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

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

C&K defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent (Mother or Father-In-Law), child, or sibling (Brother or Sister-In-Law); the employee's child's spouse (Daughter or Son-In-Law); grandparents or grandchildren.

### 117 Jury Duty

Regular full-time employees who have successfully completed their 30 day probation period, may request up to 5 days of paid jury duty leave over any 1 year period. If jury duty extends beyond those days, approval for continued Jury Duty pay must be obtained from upper management.

In order to receive Jury Duty pay, the employee must provide the court-issued documentation stating that the dates that Jury Duty was served, in exchange for a full day of Jury Duty Earnings pay.

### 118 Personal/Sick Days

In addition to vacation time, all full-time employees who have been employed for 30 days or more are eligible to earn up to a maximum of 3 personal/sick days per calendar year.

Through your 1<sup>st</sup> anniversary: (1<sup>st</sup> day is earned after 3 months, 2<sup>nd</sup> day is earned after 6 months, 3<sup>rd</sup> day is earned after 9 months).

After you have completed your 1 year anniversary, you will begin each calendar year with 3 personal/sick days on January 1<sup>st</sup>. Earned unused personal/sick time may not be carried over and is not payable upon separation. Personal/sick days will be forfeited if not used before the end of the calendar year they are earned.

### 119 Safety

C&K is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. C&K will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your supervisor or manager for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a

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requirement that each supervisor or manager make the safety of employees an integral part of his/her regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures. C&K strongly encourages you to communicate with your supervisor or manager regarding safety issues. Please review the full safety policy provided by the safety department to become familiar with our procedures.

### **120 Computer, Email and Internet Usage**

Computers, computer files, the email system and software furnished to employees are C&K's property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

C&K strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, C&K prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

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

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

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

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of C&K and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of C&K. As such, C&K reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Intranet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments and images, racial slurs, gender-specific comments, or any other comments or images

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that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by the law.

The unauthorized use, installation, copying or distribution of copyrighted, trademarked, or patented material on the Intranet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization.

Abuse of Internet access provided by C&K in violation of the law or C&K policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. Please review the complete Computer, Email and Internet Usage policy issued by the IT Department.

### **121 Business Travel Expenses**

C&K will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location.

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

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

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses.

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

### **122 Business Cell Phone Usage**

C&K provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell phone use is primarily intended for business-related calls. However, occasional, personal use is permitted within a reasonable limit. Cell phone invoices are

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regularly monitored for usage. Employees shall have no expectation of privacy in any data, communications or other information stored on or communicated using the Company cell phones.

Employees may have access to a cell phone while in their cars and should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using cell phones to conduct business while driving unless using a hands free device and even then only if permitted by state law.

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

### 123 Company Credit Card Usage Policy

Company credit cards are to be used for conducting C&K business only. Personal use of company credit cards is not permitted and unauthorized use is grounds for disciplinary action, up to and including termination.

All receipts and an expense report for credit card charges must be turned in to the Chicago office on a monthly basis. Employees must reimburse C&K for any unapproved expense or an expense without a receipt.

### 124 Family and Medical Leave

**Eligibility.** For purposes of the Family and Medical Leave Act (“FMLA”), an employee is eligible if he or she has worked for the Company for at least 12 months (which need not be consecutive) and has worked at least 1250 hours during the 12-months immediately prior to the requested leave. Service prior to a break in service of 7 years will not be counted in determining whether an employee has worked for the Company for at least 12 months.

**Amount of Leave.** Under the FMLA each eligible employee is entitled to 12-workweeks of unpaid leave during any 12-month period. Therefore, each time an employee takes leave under the FMLA, the remaining leave entitlement is any balance of the 12-workweeks that has not been used during the immediately preceding 12-month period. In addition, the FMLA provides for up to 26 weeks of job-protected leave for the care of an ill or injured military service member, subject to one such leave in any single 12-month period. If two employees are married and both are eligible for FMLA leave due to the birth of their child or the placement of a child for adoption or foster care or due to the employee’s parent’s serious health condition, then the two employees may be limited to a combined total of 12 weeks of leave.

**Eligible Reasons for a Leave.** An employee may take FMLA leave for any of the following reasons:

- (i) the birth of a child or the placement of a child for adoption or foster care (in the case of a birth or adoption of a child, the leave must be taken within one year of the event);
- (ii) the care of a seriously ill family member (who is, a spouse, a parent, a son or a daughter);
- (iii) the Employee is seriously ill;

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For purposes of the policy, “seriously ill” has the same meaning as “serious health condition” as defined in the FMLA. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

or

- (iv) to attend to a “qualifying exigency” arising out of the fact that a spouse, son, daughter or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

A “qualifying exigency” includes any one of the following (subject to the requirements or limitations for such leave as set forth in the applicable U.S. Department of Labor regulations):

1. short notice deployment (7 or fewer day notice) (and the leave itself cannot be longer than 7 days under this purpose);
2. military events and related activities;
3. childcare and school activities;
4. financial and legal arrangements;
5. counseling;
6. rest and recuperation;
7. post-deployment activities; or
8. additional activities, when the Company and the eligible Employee agree on the timing and duration of the leave.

An eligible employee who is the spouse, son, daughter, parent, or “next of kin” of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single twelve-month period to care for the servicemember. A serious injury or illness in the case of a covered servicemember means an illness or injury incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating. This military caregiver leave is available during a single twelve-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave and may be taken at any time either before the servicemember is discharged or within five (5) years of his or her discharge.

### **Employee Benefits and Job Restoration.**

*Benefits.* All earned employee benefits will be continued during the leave, including health insurance, provided that the employee was covered under such policy prior to the leave. The regular rules apply to the employee’s payment of premiums for health and other insurance while on leave—that is, the

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employee is responsible for his or her portion of the premiums for health insurance and other insurance premiums, (e.g. short term disability). Premium payments must be kept current while on leave. If the employee fails to pay the premiums while on leave, or work out a re-payment plan prior to taking leave, then the insurance coverage will be cancelled (cancellation will occur when a payment is 3 weeks late).

*Job Restoration.* An employee is not guaranteed that he or she will be returned to his or her exact position; however, if an employee cannot be returned to his or her exact position, he or she will be returned to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment unless the original position was eliminated for legitimate business reasons.

An employee who is one of the top ten percent of the Company's salaried employees may be denied reinstatement if it will cause "substantial and grievous" economic harm to the Company. Such an employee is a "key employee" and will be notified if he or she is not eligible for reinstatement.

**Notice and Certifications.** If an employee wishes to take a leave because he or she or a family member is seriously ill, the Employee must provide a health care provider's certification that provides the Company with certain relevant information, such as the probable duration of the condition. Please contact the Human Resources Department for the correct form of certification to use. Approval of an employee's request for FMLA leave will be conditioned on receipt of the health care provider's certification. Failure to provide the medical certification within 15 days of the Company's request will result in termination of the employee's employment if the employee has exceeded his or her accrued excused absences. A second medical opinion, obtained at the Company's expense, may be required. If the first and second opinions differ, the Company may require the Employee, at the Company's expense, to obtain a third opinion from a health care provider selected by the Company and the employee. The third opinion is binding on the Company and the employee. The Company may require re-certifications every 30 days, or such other reasonable interval based on the circumstances. Employees eligible for FMLA leave should request the following documentation from the Human Resources Department:

1. Request/Application for Family Medical Leave
2. Certification of Health Care Provider for Employee's Serious Health Condition, or if applicable, Certification of Health Care Provider for Family Member's Serious Health Condition
3. Certification of Qualifying Exigency for Military Family Leave
4. Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

**Timing of Leave.** An employee may take a leave intermittently or on a reduced schedule basis when the leave is taken because he or she or a family member is seriously ill. There must be a medical need for the leave and it must be that the medical need can best be accommodated through an intermittent or reduced schedule leave. When leave is taken intermittently or on a reduced schedule basis, the total amount of the leave will not be reduced. If the leave is foreseeable, an employee may be required to transfer temporarily to a position that has equivalent pay and benefits and that better accommodates the intermittent or reduced schedule leave.



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Intermittent or reduced schedule leave for medical reasons will not be permitted unless the employee, in the case of foreseeable treatment, makes a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations and he or she provides thirty days' notice, or as much notice as the required treatment permits. In addition, an employee must provide the Company with a health care provider's certification that sets forth the medical necessity of the intermittent or reduced schedule leave and the duration of such leave. If the leave is due to a seriously ill family member, the certification also must state that the employee's leave is necessary for the family member's care or will assist in his or her recovery.

**Other Employment.** If an employee has sought FMLA leave from the Company, then the employee is expected to also be on leave from any other employment since in all cases, whether an employee is on leave or not, the Company is an employee's primary or first employer. If an employee is unable to work for the Company, then he or she is also unable to work for anyone else. If an employee is able to work for someone else, then he or she should first return to employment with the Company. If an employee works for someone else while on FMLA leave it will be deemed that the employee fraudulently obtained FMLA leave from the Company.

**Use of Vacation Pay, etc.** Employees on a sick leave, childcare leave, or family care leave of absence will be required to use all accrued personal/sick, and vacation days while on leave. The total combined leave under the FMLA, whether paid or unpaid, may not exceed 12-weeks in the prior 12-month period (other than in the case of a leave to care of a military servicemember).

**Returning from Leave.** An employee on FMLA leave for his or her own serious health condition will be required to provide a health care provider's certification of fitness to return to duty prior to returning to work. Employees returning from a leave of absence will be reinstated to their same job or one of similar status and pay, as required by law. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be considered to have voluntarily terminated employment effective the last day of the approved leave. COBRA continuation rights will commence at the time the employee's health coverage terminates for failure to return to work.

**Family and Medical Leave/Workers' Compensation/Americans with Disabilities Act.** The Company reserves the right to run FMLA, Workers' Compensation and the leaves or other similar accommodations under the Americans with Disabilities Act concurrently when applicable and in accordance with Federal and State laws.

For more information or assistance regarding the FMLA, contact the Human Resources Department.

### 125 VESSA Leave – Illinois

Under the Illinois Victims' Economic Security and Safety Act of 2003 ("VESSA"), each eligible employee is entitled to 12-weeks of unpaid leave during any 12-month period. If this leave also qualifies as leave under the Family and Medical Leave Act ("FMLA") then this VESSA leave runs concurrently (meaning, at the same time) with leave under FMLA. Therefore, each time an employee takes leave under either the FMLA or VESSA for an FMLA qualifying reason, the remaining leave entitlement is any

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balance of the 12-weeks that has not been used during the immediately preceding 12-month period. An employee may take VESSA leave if the employee or a family or household member (includes spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household) was a victim of a sexual assault, stalking or domestic violence and requires the leave for one or more of the following reasons:

- a. to seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- b. to obtain services from a victim services organization for the employee or the employee's family or household member;
- c. to obtain psychological or other counseling for the employee or the employee's family or household member;
- d. to participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee's safety; or
- e. to seek legal assistance or remedies to ensure health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence.

An employee's health insurance coverage, including family coverage, will be continued during the leave, provided that the employee was covered under such policy prior to the leave and provided that the employee continues to pay his or her portion of the premiums, if applicable. An employee is not guaranteed that he or she will be returned to his or her exact position; however, an employee will be returned to the same or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment unless the position was eliminated for legitimate business reasons. Employees will not forfeit benefits they have already earned, such as vacation and personal sick days, but will not accrue additional employment benefits during any period of leave. An employee may use any paid time off (vacation) (personal/sick) that has accrued.

### **Eligibility**

For purposes of VESSA, an employee is eligible if he or she is employed by the Company on either a full-time or part-time basis in Illinois, or as a participant of a work assignment conditioned on receipt of public assistance by the state of Illinois (provided the employee is not the perpetrator).

### **Notice and Certifications**

If an employee wishes to take a leave because he or she or a family member was a victim of domestic or sexual violence, the employee must provide the Company with at least 48 hours advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Company will not take any action if the employee, within a reasonable time after the leave commences, notifies the Company as soon as practicable. In addition, the Company may require the employee to submit a certification that the employee or a member of the employee's family or household was a victim of domestic or sexual violence and that the leave is for one of the eligible purposes under VESSA. If requested, certification is a sworn statement from the employee and a copy of: (i) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a member or other professional from whom the employee or the

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employee's family or household member has sought assistance to address the effects of the violence; (ii) a police or court order; or (iii) other corroborating evidence.

### **Timing of Leave**

An employee may take a leave intermittently or on a reduced schedule basis when the leave is taken because he or she or a household member is seeking assistance due to domestic or sexual violence. When leave is taken intermittently or on a reduced schedule basis, the total amount of the leave will not be reduced. An employee may be required to transfer temporarily to a position that has equivalent pay and benefits and that better accommodates recurring periods of leave.

Intermittent or reduced schedule leave for medical reasons will not be permitted unless the employee, in the case of foreseeable treatment, makes a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations and he or she provides thirty days' notice, or as much notice as the required treatment permits. In addition, an employee must provide the Company with a doctor's certification that sets forth the medical necessity of the intermittent or reduced schedule leave and the duration of such leave.

### **Returning from Leave**

If an employee fails to return after VESSA leave for reasons within the control of the employee, the Company is entitled to recover the cost of any premium that was paid for maintaining health coverage for the employee. If an employee fails to return to work after a VESSA leave due to: (i) the continuation, reoccurrence, or onset of domestic or sexual violence that qualified for VESSA leave; or (ii) other circumstances beyond the control of the employee, the Company is not entitled to recover the cost of any premiums paid and the Company may require the employee to provide certification of the reason for his or her inability to return to work. If the Company requests such certification, it shall include a sworn statement from the employee, documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from who the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence, a police or court record, or other corroborating evidence. COBRA continuation rights will commence at the time the employee's health coverage terminates for failure to return to work.

### **Confidentiality Regarding VESSA Leave**

All information provided to the Company under this policy, regarding VESSA leave, including any certifications or any other documentation, record or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be maintained as confidential, except to the extent that disclosure is (a) requested or consented to in writing by the employee, or (b) otherwise required by applicable law.

### **Non-Discrimination Under VESSA**

The Company will not fail to hire, refuse to hire, discharge, constructively discharge or harass, retaliate against or otherwise discriminate against any individual in any form or manner, because:

1. The individual:
  - a. is or is perceived to be a victim of domestic or sexual violence;

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- b. attended, participated in, prepared for, or requested leave to attend, participate in or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member of the individual was a victim, or requested or took VESSA leave;
- c. requested an accommodation in the workplace in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted; or
- d. exercised any rights provided for under VESSA or this policy, or opposed any practice made unlawful by VESSA (including filing charges or proceedings under VESSA, providing information in connection with any proceeding under VESSA, or testifying, or is about to testify, in any proceeding under VESSA).

or

- 2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

### **Requests for Accommodation (VESSA)**

The Company will provide reasonable accommodations to the known limitations resulting from circumstances relating to an employee being a victim of domestic or sexual abuse or an employee's family or household member being a victim of domestic or sexual abuse so long as the individual is an otherwise qualified individual as defined in Section 30(b)(2) of VESSA, and who is (a) an applicant or employee of the Company; and (b) a victim of domestic or sexual abuse, or with a family or household member who is a victim of domestic or sexual abuse (provided the employee is not the perpetrator). The Company is not required to provide such accommodations if it would impose an undue hardship on the Company's operations.

## **126 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be returned to the same or similar position the employee left unless circumstances changed which would make it impossible or impractical to reinstate the employee.

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They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

### **127 Drug and Alcohol Use and Testing**

It is C&Ks' desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on C&K premises and while conducting business-related activities off C&K premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment. All employees involved in an accident will be sent for a post accident drug and alcohol screen. We also reserve the right to send employees for reasonable suspicion and random drug screens.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Human Resources Department without fear of reprisal.

### **128 Sexual and Other Unlawful Harassment or Discrimination**

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

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature when, for example: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

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Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. These behaviors may include but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through email); and other physical, verbal or visual conduct of a sexual nature.

Harassment and discrimination on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, marital status, sexual orientation, etc and that: has the purpose or effect of creating an intimidating, hostile or offensive work environment; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

If you experience or witness sexual or other unlawful harassment or discrimination in the workplace, report it immediately to the Human Resources Department. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment or discrimination must immediately advise the Human Resources Department so it can be investigated in a timely and confidential manner. Anyone who the Company believes has engaged in sexual or other unlawful harassment or discrimination will be subject to disciplinary action, up to and including termination of employment.

## **129 Attendance and Punctuality**

### **Attendance**

C&K would like employees to be ready to work at the beginning of their assigned daily work hours and to reasonably complete their projects by the end of their assigned work hours. Permission from your supervisor or manager is required if you will need to be away from your workstation for an extended period of time.

Working from home or offsite is a work alternative that is agreed upon between the employee and supervisor and is subject to approval by the department Vice President. The intention of this work arrangement is to increase work productivity and quality. It does not change the employee's terms and conditions of employment, including salary, benefits and responsibilities.

### **Absence or Lateness**

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From time to time, it may be necessary for you to be absent from work. C&K is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise.

If you are unable to report to work, if you will arrive late, or if you know in advance that you will need to be absent, please contact your supervisor or manager immediately.

If you're arriving to work late, please let your supervisor or manager know when you expect to arrive for work.

Absence from work for three days without notifying your supervisor or manager will be considered a voluntary resignation.

If you are absent because of an illness for three (3) or more successive days, you will be required to submit written documentation from your doctor stating you are able to resume normal work duties before you will be allowed to return to work.

A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration. Leaving early without letting your supervisor or Manager know is prohibited. Be aware that excessive absences, lateness or leaving early may lead to disciplinary action, up to and including termination.

### **130 Personal Appearance**

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

During business hours or when representing C&K, you are expected to present a clean, neat, and tasteful appearance.

Without unduly restricting individual tastes, the following are not allowed:

- Offensive body odor and poor personal hygiene
- Low cut shirts
- Jeans that are excessively worn, torn, too big or too small
- Sweatpants
- Warm-up or jogging suits and pants
- Spandex or other form fitting pants
- Miniskirts
- Spaghetti-strap dresses
- Tank tops
- Halter tops
- Visible undergarments

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### **131 Paydays**

All employees are paid weekly every Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll cycle. C&K's payroll period covers Monday through Sunday. All employees are encouraged to sign up for direct deposit.

### **132 Use of Company Vehicles**

If you are authorized to operate a C&K company owned vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules:

1. You must be a licensed and liability insured driver.
2. You must maintain and submit mileage reports.
3. You are responsible for following all manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
4. C&K provides insurance on company vehicles for authorized employees using the vehicle during business operations, however, you will be considered completely responsible for any accidents, fines, moving or parking violations incurred.
5. You must keep the vehicle clean at all times.
6. Persons not authorized or employed by C&K cannot operate or ride in a company vehicle.
7. Prior to operation of any company vehicle, your supervisor or manager will train you on the appropriate steps to take if you are involved in an accident – filling out the accident report, getting the names of witnesses and so on.
8. All accidents must be reported to your supervisor or manager immediately and to the home office within 24 hours of the accident.
9. Any employee who rents a vehicle or intends to service a company vehicle must contact the office manager in the Chicago office for prior approval.

### **133 Progressive Discipline**

The purpose of this policy is to state C&Ks' position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace.

C&Ks' own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with C&K is based on mutual consent and both the employee and C&K have the right to terminate employment at will, with or without cause or advance notice, C&K may use progressive discipline at its discretion.



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Disciplinary action may call for any of four steps- verbal warning, written warning, final warning or termination of employment- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

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

C&K recognizes that there are certain types of employee problems that are serious enough to justify either a final warning, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and C&K.

### **134 Violence in the Workplace**

C&K has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect C&K or which occur on company property will not be tolerated.

Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating to alter the employment conditions of C&K, or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on C&K's premises, regardless of the relationship between C&K and the parties involved.
2. All threats or acts of violence occurring off C&K's premises involving someone who is acting in the capacity of a representative of C&K.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. Intentional destruction or threatening to destruct C&K's property.
4. Making harassing or threatening phone calls.
5. Harassing, surveillance or stalking (following or watching someone).
6. Unauthorized possession or inappropriate use of firearms or weapons.

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C&K's prohibition against threats and acts of violence applies to all persons involved in C&K's operation, including but not limited to personnel, contract, and temporary workers and anyone else on C&K's property. Violations of this policy by an individual on C&K's property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to your supervisor, manager or human resources.