



C O N C O R D

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PROFESSIONAL SERVICES

## Policy & Procedure Manual

## HANDBOOK ACKNOWLEDGEMENT RECEIPT

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Employee Handbook, including a copy of the Code of Conduct, which provides guidelines on the policies, procedures and programs affecting my employment with CONCORD Professional Services, Inc. (CONCORD). CONCORD, at its sole discretion, may modify, eliminate, revise or deviate from the guidelines and information in this handbook and the Code of Conduct as circumstances or situations warrant.

I understand that any changes made by my employer with respect to its policies, procedures or programs can supersede, modify or eliminate any of these policies, procedures or programs outlined in this handbook. I accept responsibility for familiarizing myself with the information in this handbook and will seek verification or clarification of its terms or guidance where necessary.

By signing this acknowledgement, I understand that this Handbook is neither a contract of employment nor a legal document and nothing within Handbook creates an express or implied contract of employment. I understand I should contact Human Resources with any questions.

Please retain a copy of this signed Acknowledgement for your records.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SUBMIT THIS PAGE; a copy has been included in your New Employment Packet.**

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## **1.0 INTRODUCTION**

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- 1.3 Introduction and Overview
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- 1.5 Ethical Standards

## 1.1 WELCOME

Welcome to CONCORD Professional Services, Inc. (CONCORD) This Handbook is intended to provide you with guidance during your employment with CONCORD. The Handbook makes an attempt to answer as many of the day-to-day questions you may encounter as possible, but it is truly impossible to anticipate every situation that may occur. Therefore, please read and study this Handbook. Where appropriate, please recommend improvements in explanation or subject matter. If you consider an area inadequately covered, please contact Human Resources. The Handbook will be updated on an on-going basis, and every attempt will be made to constantly and continuously improve it; it is only through your feedback that this will be achieved. It is NOT a contract or employment agreement. In the absence of a written contract to the contrary, employment with CONCORD is on an “at will” basis, and nothing in this manual shall be considered a promise of employment for a definite duration.

## **1.2 MISSION STATEMENT**

To become recognized by clients and peers as (1) the most reliable, professional and administrative Governmental Contracting service corporation in the United States, providing the highest quality services, on time, at a reasonable cost; (2) a company that stands for total integrity in all professional and personal relationships. This vision will be realized only through total dedication to customer satisfaction and commitment to personal and professional ethics and integrity. We are in business to solve the Client's problems and meet the Client's goals. We believe in the Golden Rule. We always treat people - clients, fellow employees, and the public - as we would like to be treated.

### 1.3 INTRODUCTION AND OVERVIEW

This Handbook is provided for your use as a reference and summary of your Employer's policies, work rules, and benefits. This Employee Handbook ("Handbook") replaces and supersedes all previously published handbooks and employment policies and practices, including all handbooks and policy manuals, published or unpublished, by affiliated practices and organizations. The topics and items covered in the Handbook also replace previous employment practices and procedures. Please read the entire Handbook promptly to ensure that you have a complete understanding of the policies and procedures covered.

Please note that the Handbook only highlights policies, practices, and benefits for your personal education and cannot, therefore, be construed as a legal document or a contract of employment. In addition, circumstances will obviously require that the policies, practices, and benefits described here change from time to time. Therefore, your Employer reserves the right to amend, supplement, or rescind any provisions of this Handbook at any time as it deems appropriate in its sole and absolute discretion. As policies and benefits are revised, you will be notified as quickly as possible and updated pages will be distributed to you. Please keep your Handbook readily available and insert updated material promptly so that it is current at all times.

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CONCORD was incorporated in December, 1988. The company was formed around the concepts of Systems Engineering, with emphasis on human performance in systems. Systems Engineers view a system not just as equipment, but as an integrated combination of hardware, software, people, and facilities. CONCORD's services focus on improvement of the performance - operations, maintenance, safety, quality, productivity, etc. - of complex modern systems. Our special emphasis is on people and all of the interfaces of people with the other elements of the system. The majority of the work in the initial years was in the nuclear industry and the DOE weapons complex. The company continues to grow and expand into other areas, including the chemical and petro-chemical process industries, pipeline and natural gas industries, military and other areas, still applying our core of expertise in human performance and systems engineering. The basis for success of the company to date and in the future is the quality of our personnel and the commitment of each and every individual to our common goals and ideals noted above. Each employee is a critical component of the team. Every success or failure for one individual is a success or failure for all of us. Indeed, each of us is creating the history of CONCORD daily, and the future for all of us is in each individual's hands.

Two definitions capture the two factors that distinguish CONCORD and make us unique: 1) our total systems viewpoint in which we seek integrated, "harmonious" performance of all parts of the system, and 2) our "covenant" with our clients and with our fellow employees (stated below), which essentially is a statement of the Golden Rule. We covenant to treat others as we would want to be treated - with integrity and with respect - in all our business and personal interactions.

#### ***Client Covenant***

CONCORD and each employee enter into the following covenant with each client:

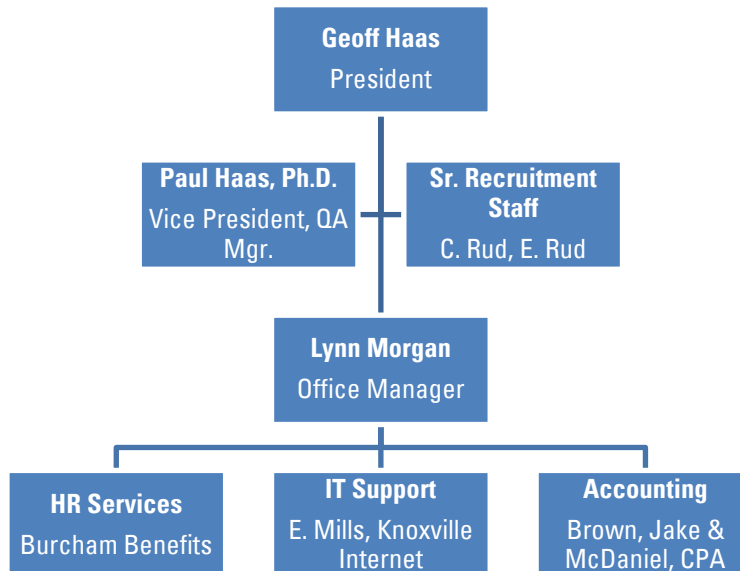
- To listen to the client, really listen; try to understand and solve the client's problems; not just sell our favorite solutions;
- To accept only those assignments for which we are qualified and fully prepared to provide the highest quality service;
- To establish realistic goals and schedules, and meet them;
- To treat the client professionally and personally, the way we like to be treated;
- To constantly strive for 100% satisfaction of the client's needs, and accept nothing less.

### **Commitment to Quality**

CONCORD is totally and unequivocally committed to the principles of Total Quality Management. The commitment of Total Quality you make to our clients and to your fellow employees when you join CONCORD is summarized as follows:

- Customer first - I will maintain constant focus on customer needs and expectations.
- No hassles - I will make a continued effort to identify and eliminate any administrative or organizational barrier to quality performance.
- Clear specs - I will make every effort to assure that performance requirements are identified cooperatively with the client, up-front, before I begin work on a project, and that the requirements are clearly and precisely documented and understood by CONCORD and client personnel.
- Good Measures - I will make every effort to assure that effective performance measures exist and are understood for each performance requirement.
- Tenacity - I will do all in my power to do things right the first time, and to never be happy with anything less than 100% customer satisfaction.
- Communication - I pledge to maintain open communication and continuous reinforcement of these Total Quality commitments to clients and to all fellow CONCORD employees.

## **1.4 ORGANIZATIONAL STRUCTURE**



## **1.5 ETHICAL STANDARDS**

Your employer is committed to conducting business activities with integrity, fairness, and in accordance with the highest ethical standards in accordance with our Code of Conduct, included as a separate attachment. As an employee, you are expected to honor it in every business activity. If you ever question whether or not an activity meets your employer's ethical standards, or compromises the Company's reputation, or is in violation of our Code of Conduct, please contact Human Resources.

## **2.0 EMPLOYMENT POLICIES**

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## **2.1 EQUAL OPPORTUNITY EMPLOYMENT**

All qualified applicants will receive equal consideration for employment and admissions without regard to race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability, or covered veteran status.

Eligibility and other terms and conditions of employment benefits at Concord Professional Services, Inc. are governed by laws and regulations of the state and Department of Labor, and this non-discrimination statement is intended to be consistent with those laws and regulations.

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, CONCORD Professional Services, Inc. affirmatively states that it does not discriminate on the basis of race, sex, or disability in its education programs and activities, and this policy extends to employment by CONCORD Professional Services, Inc.

Inquiries and charges of violation of Title VI (race, color, and national origin), Section 504 (disability), ADA (disability), Age Discrimination in Employment Act (age), sexual orientation, or veteran status should be directed to the attention of the Human Resources Director, 9737 Cogdill Road, Suite 217, Knoxville, TN 37932.

Requests for accommodation of a disability should be directed to the Director of the Human Resources Department.

### **2.1.1 RECRUITMENT AND SELECTION PROCESS**

CONCORD's leadership position in the business community demands that recruitment consistent with our Affirmative Action policy be conducted in an aggressive manner to attract top caliber individuals to fill positions at all levels of the organization. Many positions may be filled by employee transfers or promotions. Others will be assigned to new employees who are recruited or apply directly to the company. Recruitment may be conducted through national and local advertising, employment agencies, schools, employee referrals, or technical and trade referrals. All recruitment shall be conducted in an ethical, professional, and non-discriminatory manner. Before filling any approved position vacancy, current employees who apply shall be given equal consideration for transfer or promotion.

Selection of candidates for all positions will follow CONCORD's Equal Opportunity and Affirmative Action policies. Human Resources Department is will place ads, respond to inquiries from employment agencies, and post requisitions on the website and employee portal.

Job related duties and qualifications, as listed on the position requisition, will provide the basis for initial screening of applications. All applications and resumes received for the requisitioned position will be forwarded to the HR department. Initial screening for the minimum qualifications will be conducted by the HR department. All requests for transfers will be considered. The supervisor/manager will further screen the applications to select those individuals to be interviewed for the position.

## 2.2 EMPLOYMENT STATUS AND DEFINITIONS

Both full-time and part-time employees are classified as either **Exempt** or **Non-Exempt**. Employee's whose job meets the criteria established by the U.S. Department of Labor, Wage and Hour Division, for exemption from the minimum wage and overtime pay requirements of the Fair Labor Standards Act, are **Exempt employees and are not required to receive overtime pay at a premium**. Employee's whose job meets the criteria established by the U.S. Department of Labor, Wage and Hour Division, for inclusion in the minimum wage and overtime pay requirements of the Fair Labor Standards Act, are **Non-exempt employees and are eligible for overtime pay at a premium of 1.5 times the normal rate**.

Employees are categorized as **full-time** or **part-time**. Any employee consistently working 30 hours or more per week is classified as full-time; less than 30 hours, as part-time.

All employees are classified further as either **In-House Employee** or **Contract Employee**. In-House employees typically **do not** work on direct labor, contractual assignments, they are salaried and are responsible for the day-to-day administrative operation of Concord. In-House employees receive a comprehensive benefit package as described in this Policy Manual. In-House employees are paid bi-weekly. In general, there is no employee contract for In-House employees.

**Contract employees** are hired for specific governmental contractual assignments. Non-professional Contract employees receive a Health and Welfare (H&W) benefit, to offset the cost of benefits premiums offered by the company. Contract employees receive access to the same In-House comprehensive benefit package as described in this Policy Manual at the employees expense, deducted from the H&W benefit. Contract employees are paid bi-weekly. An employment contract is written for each Contract employee for each assignment, and the applicable employee benefits are described in that contract. Details of those employment contracts frequently conform to client policies, and therefore vary from contract to contract. In the event of a conflict between the employment contract and this manual, the employment contract supersedes this manual.

**Initial Employment Period:** A new In-House or Contract employee whose total service is less than 90 days; or (except for purposes of benefit eligibility) an employee who has worked less than 90 days in a new job or location.

**Per Diem:** Per Diem is typically not a part of our contract requirements, but occasionally it will apply to an employee who either (1) works on an on-call or as needed basis; or (2) payment as required by contract. All contractual Per Diem rates are governed by FAR regulations and will be reimbursed upon receipt of a completed expense report and copies of receipts for expenses incurred. Expense reports should be submitted to accounting per accounting guideline and instruction.

**Temporary Employee:** An employee who works for a limited time – (under 30 hours per week). Temporary employees are not eligible for group health benefits. Time worked at temporary status does not count for purposes of qualifying for benefits.

**Consultant:** Individuals who meet **all** the Internal Revenue Service qualifications for independent contractors may be considered for 1099 status with Concord. There is no guarantee of acceptance as a 1099 even if all criteria are met.

### 2.3 EMPLOYMENT AT WILL

All employees are employees at will and, while we have a two-week notice of separation policy, all employees are free to resign at any time with or without notice or reason. The Employer, likewise, retains the right to terminate employment at any time with or without notice or reason. Nothing contained in this Handbook or any other document provided to employees is intended to be, nor should it be construed as, a guarantee that employment or any benefit will be continued for any period of time. Any salary figures provided in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended, and do not create, an employment contract for any specified period of time. Although certain management professionals may have hiring or firing authority, no one has the right to alter the employment-at-will relationship.

## **2.4 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Immigration Reform and Control Act of 1986 require employers to preserve jobs for those who are legally entitled to them: United States citizens and aliens who are authorized to work in our country. Individuals hired after November 6, 1986 must complete a one-page form (I-9) verifying employment eligibility and must provide identification as required by Immigration and Naturalization Service (INS) Regulations. If you do not complete the I-9 Form and provide the required documentation within three (3) working days of your starting date, you may not be allowed to work.

CONCORD participates in the E-Verify program, providing the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization.

Information will be provided to the employee upon hiring, regarding the E-Verify program.

## **2.5 INITIAL EMPLOYMENT PERIOD**

In-House and Contract employees are considered to be in an initial employment during the first **90** calendar days of employment. The purpose of the initial employment period is to verify your skills, capabilities, and suitability for the Company and for your new job. If you are a new employee, this time period will also give you an opportunity to evaluate the Company as a place to work. During the initial employment period, your supervisor will evaluate your work performance, attendance, rate of learning, and job interest. Unsatisfactory ratings in any of these categories may result in termination of your employment. At the end of the initial employment period, you may receive a written performance evaluation to ensure that you are progressing satisfactorily and that your employment should continue. Your supervisor and Human Resources can provide you with information regarding the performance standards for your job and for your performance valuations. During the initial employment period, and continuing during your tenure, your employment may be terminated at any time with or without notice, and with or without reason. Successful completion of the 90-day initial employment or training period does not signify or guarantee employment for any specified time period.

## **2.6      JOB ASSIGNMENTS**

In the event your Employer requests that you change job assignments, work schedules, and/or job location, we will give you as much advance notice as possible so that your personal commitments can be accommodated.

## 2.7 NEW EMPLOYEE ORIENTATION AND TRAINING

To acquaint you with your job as quickly as possible, you will complete **New Employee Orientation** within your first two weeks of employment. The purpose of this program is to provide you with information about the company, its leadership, mission and objectives, and the importance of your job to the success of the Company. Depending upon your job assignment, you may be scheduled for additional training sessions.

## **2.8 PERFORMANCE REVIEWS OR EVALUATIONS**

Performance reviews are an excellent opportunity for you to talk with your supervisor about how your job is going, to ask questions, or to make suggestions. You may receive a performance evaluation following completion of the 90-day initial employment period after you are hired, or when you transfer to a new job. You may also receive an annual performance review on or near your current job classification date, i.e., the date you began your current job, or on a specific date each year. Please check with Human Resources for information about annual performance reviews for your organization or work group. Your supervisor may perform additional evaluations if your performance, good or bad, warrants special consideration.

## 2.9 EMPLOYMENT FILES AND RECORDS

Your employer maintains employment records for all employees, and former employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record-keeping and reporting requirements. We strive to balance the need to obtain, use, and retain employment information with your right to privacy.

The contents of your Employment file are confidential, and therefore access will be limited to your supervisor(s) and other management professionals who have an employment-related need-to-know about the information in your Employment file. All Employment file inspections must be approved by Human Resources, who maintain records and logs regarding your Employment file.

It is important that your Employment file contains accurate and up-to-date information. Employment changes pertaining to your address, telephone number, emergency contact, marital status, dependents, and any other pertinent information related to your employment, can be changed by notification to Human Resources for approval. Changes in your military status or beneficiaries should be changed directly with Human Resources. CONCORD should be notified of all changes within 30 days after the effective date of the change. Human Resources will complete the appropriate forms to notify Payroll of the changes.

Personnel files will include only job related information pertinent to your employment.

Employees may see all information in their personnel files. If an employee disagrees with the information, he or she may submit written comments which will be attached to the information.

When asked to do so by an employee, the company will explain its need for certain personal information.

Employment files are open only to company personnel on a business related, need-to-know basis unless the company is legally required to release them by court order or subpoena.

Employees must give their written permission before there will be external disclosure of their personal information, with the exception of the following information:

- a. Verification of dates of employment, positions held, salary when requested by the employee's prospective employer and eligibility for rehire;
- b. Personal information which the company is legally required to reveal by court order or subpoena. In the latter case, the employee will be informed prior to the disclosure if reasonably possible.

## **2.10 PROMOTION/TRANSFER OPPORTUNITIES**

To provide you with opportunities for personal development, your Employer normally promotes or transfers from within, if this opportunity is present.

You may apply for any Concord opening if: (1) you have been working in your current job for at least the 90 day initial hire period; (2) you meet all qualifications listed on the job posting; (3) you have not received a written corrective action during the last six (6) months; and (4) your attendance is satisfactory.

To apply for a promotion or transfer, you should contact Human Resources and inquire about the requirements for the job and other relevant information. Since the inquiry process is confidential, you need not notify your supervisor when you merely inquire about a job. However, if the hiring supervisor schedules an interview with you, you must notify your current supervisor that you are applying for a posted job. If you are selected for the posted opening, Human Resources will set a transfer date to your new job within 30 days of the day your promotion/transfer was approved. If you are not selected for the posted opening, you will be notified by Human Resources.

If you are selected for a promotion or transfer to another job, you are required to meet the performance standards and comply with the policies of the new position. If you transfer, your Employer cannot guarantee reservation of your original job.

## 2.11 REHIRING FORMER EMPLOYEES

Former employees are encouraged to reapply for employment, provided they terminated under favorable conditions. The effective dates for all other benefits will be governed by the policies for new employees.

Employees who are reinstated into the company will maintain their original anniversary date for seniority purposes, in accordance with the following policies:

- (1) Layoff: Employees who are laid off by CONCORD because of reduction in work force will maintain their original anniversary date for seniority purposes and applicable benefit programs, if they are re-employed by CONCORD within six months after date of termination.
- (2) Voluntary Resignation: Employees who voluntarily terminate their employment with CONCORD may maintain their original anniversary date, subject to President approval, if they are re-employed by the company within six months after date of termination. The company is under no obligation to rehire any such employee.
- (3) Other: Employees terminated for any other reason will not have seniority reinstated.

## **2.12 RELEASE OF INFORMATION**

Except for employment verification inquiries, and/or in cooperation with legal, safety, and medical officials, no information about you will be released unless you sign a written authorization. In the instance of a telephone request for employment verification, only dates of employment and job title will be released.

## 2.13 TERMINATION OF EMPLOYMENT

In every case of termination of employment, your Employer strives to make the separation as professional as possible.

**Voluntary termination** occurs when you initiate the separation. The following are examples of voluntary termination:

- Written or verbal resignation.
- Absence from work for three (3) consecutive working days without notifying your supervisor.
- Failure to report to work upon recall from a layoff on the date designated.
- Failure to return to work at the expiration of an approved leave of absence.
- Retirement.

**Involuntary termination** occurs when the Employer initiates the separation. The following are examples of involuntary termination:

- Layoff - i.e., the Company reduces its workforce for business reasons or the reorganization of positions.
- Release without fault - i.e., you are unsuited or incapable of performing the work assigned.
- Discharge – involuntary separation.
- Disability - i.e., you are totally and permanently disabled from performing your job and your Employer cannot provide reasonable accommodation for your disability.

If you are resigning, you are expected to submit a letter of resignation to your supervisor at least two (2) weeks prior to your last day of work. Failure to give at least two (2) weeks of notice of your resignation may cause you to be ineligible for rehire. The resignation letter should be dated and signed by you, and it should include the last day of your employment and the reason for your resignation. If you would like to have your final paycheck and your PTO check mailed to you, you must state this in your resignation letter and include the correct mailing address. All property belonging to your Employer, including identification badges, keys, computers, etc., must be returned to your supervisor on or before your last day of employment.

### Termination Process Procedures

The supervisor/manager must immediately notify the Human Resource Department of the termination so that a termination checklist can be initiated. The Human Resource Department will direct and coordinate the termination procedure.

All outstanding advances charged to the terminating employee, including PTO taken beyond the amount accrued, will be deducted from the final paycheck by the payroll department. Any final PTO check owed to the employee will be paid out on the payroll following the employee's final payroll period.

On the final day of employment, the Supervisor/manager must receive all keys, ID cards, and company property from the employee. The Human Resources Department shall conduct an exit interview with the employee. The final check shall include all earned pay and any expenses due the employee.

### **3.0 HOURS AND PAY**

- 3.1 Breaks/Meal Periods
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### **3.1 MEALS/BREAK PERIODS**

The length of the break period will be determined by the supervisor and the operating needs of the department. If they are required to work during the meal period, non-exempt employees will be paid according to state and federal wage and hour laws. All overtime must receive prior approval from CONCORD.

To avoid damage to equipment and facilities and to maintain a professional environment, please do not eat at your work station, unless approved by your location.

### **3.2 GARNISHMENTS/WAGE ATTACHMENTS**

If required by law, your Employer will garnish your wages. You will be notified upon receipt of legal papers. All garnishments will begin the next possible pay period.

### **3.3 OVERTIME**

In the event overtime is required, you must receive prior approval from CONCORD.

An exempt employee will not normally be compensated for overtime. However, compensation for overtime worked by an exempt employee may be authorized when overtime is required by the client, when it is required to meet job commitments, or when it is required for sustained periods of time. Exempt employees will not be compensated for overtime unless the overtime is approved in advance. For approved overtime, exempt employees will receive for each overtime hour worked an hourly rate of pay equal to dividing the employee's annual salary by 2080.

A Non-exempt employee will be compensated for overtime when it is approved in advance by CONCORD. When approved and scheduled, such employees will receive one-and one half times the regular hourly rate of pay for all hours work in excess of forty (40) per week.

Paid time Off (PTO), holidays, maternity, paternity, bereavement, jury duty, military leave and paid leave-of-absence do not count as time worked for the purpose of computing overtime. If an employee works on a regularly scheduled holiday, straight-time pay for hours worked may be paid in addition to the regular holiday pay (approval in advance is required). Time spent at meals and travel to and from a work site will not be considered in computing work hours for overtime computation.

Employees will be compensated according to Federal Wage and Labor Laws.

### **3.4 PAY INCREASES**

Pay increases are based upon individual contract specifications. Your Employer does not guarantee that you will receive a pay increase at any specific time or in any specific amount.

### 3.5 PAY PERIOD

Your Employer observes and complies with all applicable state and federal laws pertaining to the payment of wages. The Company operates on bi-weekly period. The pay period begins at 12:00 a.m. Monday and ends two weeks later at 11:59 p.m. Sunday. Payday is every other Friday for the pay period which ended the preceding Sunday. When a payday falls on a holiday, paychecks will be distributed on the preceding workday.

Paychecks will be mailed to your home address or sent via direct deposit into your designated bank account(s). Your paycheck may not be released to other individuals unless the payroll representative has an authorization on file signed by the employee.

CONCORD requires a formal time reporting process to accurately reflect each employee's expenditure of time on Company business. The Company's timekeeping policy is not just a procedure to record time; it is the backbone of the Company's commitment to establish a proper job costing system that will be used to accumulate costs for invoicing clients correctly and to assure the accuracy of employee paycheck. All CONCORD personnel shall be responsible for the accuracy of their individual timesheets. Each employee is required to maintain and submit weekly timesheets on the first working day following the week ending pay period, before noon. It is the responsibility of each supervisor/manager to review and approve each timesheet. The supervisor/manager is also required to provide personnel with the appropriate account and customer numbers.

The following procedure is to be followed by all employees:

- The Human Resources Department will distribute an electronic timesheet to employees, upon hire. The timesheet will include employee name and assigned customer number. Employees shall not use copies of other employees' timesheets.
- Timesheets shall be completed in ink or computer print-out with an original signature in ink.
- Each employee should always use the proper charge number corresponding to an assignment.
- Timesheets are to be filled out daily. Timesheets should not be completed in advance, except when an employee will be on vacation. Timesheets are to be submitted to your supervisor/manager on the first working day following the week ending pay period, by noon. Any employee expecting to be away from their regular worksite should fax or e-mail a completed timesheet to the Knoxville office on the first working day following the week ending pay period, before noon. Always mail the original signed timesheet to the home office when timesheets are sent by fax or e-mail.
- Hours on the timesheet should be rounded to the nearest **quarter hour**. **Any timesheet not rounded correctly will be adjusted internally, down to the nearest quarter hour.**
- Employees may make corrections on a timesheet with a single straight line and initialed. If a supervisor/manager makes a correction it must also be initialed by both employee and supervisor/manager. NEVER use "whiteout" or correction tape on a timesheet.
- Employees taking scheduled vacation should submit timesheets to their supervisor/manager prior to leaving.
- In cases where normal procedure cannot be followed, (unexpected travel or illness) an authorized supervisor/manager may sign his name for the employee.

### **3.6 PAYROLL DEDUCTIONS**

The following mandatory deductions will be made from every employee's gross wages: Federal Withholding, Social Security, Medicare, and applicable city and state taxes.

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption Form Withholding Certificate, IRS Form W-4E. Employees are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Other optional deductions include the portion of group health insurance not paid by the company, which is deducted from each payroll check. Other voluntary contributions, such as 401(k) and cafeteria plan, are also deducted each pay period. For those participating in the cafeteria plan, medical and dental premiums can be deducted on a pre-tax basis. Benefit premiums (not paid by CONCORD) are deducted from the paychecks based on 24 pay periods; therefore, if you are paid bi-weekly (26 pay periods per year), two (2) paychecks will not have benefit premiums deducted. Employee authorized deductions are made only upon your written request. Questions regarding payroll deductions should be directed to the payroll representative.

Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee who believes that his or her deductions are incorrect for any pay period, or on Form W-2, should check with the Payroll Department immediately.

### 3.7 TRAVEL EXPENSES

All travel expense requests, mileage or subsistence expenses, purchase requisitions, and other business-related expenses must receive pre-approval from the Accounting Director. Any expense submitted for reimbursement without prior-approval will be denied.

After pre-approval is obtained, only those expenditures that are business- related, reasonable, and consistent with the letter and intent of company policies, will be reimbursed. Occasionally, a policy will not cover a specific expenditure. Similarly, the facts and circumstances relating to a particular item or expense may justify an exception to the letter of a policy. In these events, the President must provide approval.

To ensure that all proper business related expenses incurred by employees are reimbursed, the following procedure has been established:

- (1) All expenditures are to be **approved in advance** by the Accounting Director.
- (2) All business related expenditures must be accompanied by a receipt or evidence of expenditure in order to receive reimbursement. When it is necessary to fax or e-mail your expense report, be sure to send the original copy along with the receipts by mail to the home office as soon as possible.
- (3) All items purchased or charged by the employee are to be itemized on the approved company expense report. All portions of the report must be filled out or marked "N/A" (not applicable), and the necessity and purpose of the expenditure must be explained in sufficient detail. Any expense for alcoholic beverages must be clearly identified on the expense report.
- (4) Expense reports must be signed and dated by the employee and initialed by the supervisor showing approval. Reports are due in the accounting department within 30 days of the expenditure.

CONCORD shall reimburse for company related business travel at the current government mandated mileage rate, per contract funding; pre-approval must be obtained. Expenses between your home and your assigned work location are not reimbursable. If an employee is required to travel from home directly to a third location on company business and then to work, the company will reimburse the employee for the difference between the mileage the employee normally drives to work and the total miles driven for business purposes.

Travel must be **approved in advance**. If funds are available, requests for reimbursement of business related travel will be submitted to the Accounting Department on a standard company expense report. Reimbursement requests will include the following:

- Date of travel
- Number of miles traveled on company business
- The reason for company travel/Travel destination

The expense report must be signed and dated by the employee and his or her supervisor/manager.

The employee, in using his or her vehicle for company purposes, assumes liability for his or her vehicle. All employees who use their personal vehicles for company business must sign a statement verifying that they have a current driver's license and carry at least \$100,000.00 liability insurance.

This policy establishes the general guidelines and procedures to be followed when business travel is required. Travel status commences when the employee departs for the destination and ends upon returning the employee's office or residence. Employees are expected to exercise the same care in minimizing expenses on Company business that they would exercise if traveling on personal funds.

- All travel must be **approved in advance**, by the Accounting Director. If funds are available, travel related expenses are to be detailed on the company expense report form.
- Employees who use their personal vehicles for company business, including trips to the airport, will be reimbursed at the current government mandated mileage rate, provided that the time and distance involved is reasonable under the circumstances.
- All parking expenses and highway tolls incurred as a result of business travel will be reimbursed.
- All air travel must be **approved in advance** by Accounting unavoidable. All travel will be by coach class whenever possible. First class may be used when coach class accommodations are not available or when traveling with a customer who is traveling first class (First class requires prior approval by the President). Employees should use the most economical and efficient means of transportation available. The duplicate airline ticket receipt should be attached to the company expense report form.
- The company insures employees who fly when traveling on company business. Purchase of additional air travel insurance is not a reimbursable expense.
- Rental cars must be **approved in advance**. An economy or compact size will be the employee's first choice in obtaining a rental car. If a rental car is used, additional insurance should not be purchased (unless traveling outside the United States) because of our existing insurance coverage. Employees should accept (and will be reimbursed for) the additional insurance for auto rental outside of the U.S. A copy of the rental car agreement form must accompany the travel expense reimbursement form.
- Employees should select moderately-priced lodging convenient to their destination to minimize time and expense. When traveling on a government contract, the employee must contact Human Resources for the allowable per day limitations set forth in the Federal Register. A detailed receipt from the hotel or motel must accompany the expense report form.
- Employees will be reimbursed for meals and incidental expense while on travel on company business up to a maximum of the government limit for the area (contact Human Resources). Meals and incidental expenses cover all costs except transportation and lodging. This includes items such as phone calls, laundry, dry cleaning, tips, etc.
- Travel expense reports are due in the accounting department within 30 days of the expenditure.

Tax laws place special consideration on the Per Diem allowances received by employees for field assignments. CONCORD is required to withhold taxes when the employee will have to pay taxes on the Per Diem allowances. Per Diem payments made to CONCORD employees will be deemed by the Company as non-taxable only if the employee has not physically relocated or changed tax residence and the duration of the assignment is not expected to last beyond one year or 365 days. In instances where an assignment was originally expected to last less than one year, but circumstances change that require the assignment to last more than one year, the Per Diem will become taxable at the time the circumstances change. In all other cases, Per Diem will be handled as taxable and will be processed through payroll and will be subject to federal, state, local and FICA withholding and will be included on the employee's W-2 at year end.

### **3.8 WAGE AND SALARY STRUCTURE**

Each job classification is assigned per contractual guidelines, as is all wage and salary assignments. Salary information is confidential and varies per employee, per contract. Please do not discuss salary information with co-workers.

Human Resources will complete an Employment Agreement Amendment with any changes to an employee's pay.

If you have questions about your pay rate please contact Human Resources.

### **3.9 WORKING HOURS**

Starting and ending times will be established by your supervisor and can only be modified with your supervisor's approval.

All non-exempt employees must complete an individual time sheet that shows the hours worked. Time records must be completed each workday. Please refer to Section 3.5 of this manual for the timekeeping system for the company. You may not begin work before your scheduled starting time, or leave work before your scheduled quitting time, without your supervisor's approval. You must also take your scheduled meal period each day if required by state law.

No employee may sign in or out for another employee. The falsification of time records for another employee or for yourself may be grounds for termination of employment.

## **4.0 RULES AND POLICIES**

- 4.1 Standards of Conduct
- 4.2 Discipline
- 4.3 Harassment
- 4.4 Conflict of Interest
- 4.5 Changes of Personal Information
- 4.6 Attendance
- 4.7 Communications Systems
- 4.8 Employer's Equipment
- 4.9 Confidential Nature of Employer's Affairs
- 4.10 Contractual Agreements
- 4.11 Courtesy and Service
- 4.12 Dress Code
- 4.13 Substance Abuse
- 4.14 Gratuities
- 4.15 Inclement Weather
- 4.16 Moonlighting or Outside Employment
- 4.17 Open Door Policy
- 4.18 Political Contributions/Distribution of Information
- 4.19 Smoking
- 4.20 Soliciting and Distributing Literature
- 4.21 Suggestions
- 4.22 Tardiness
- 4.23 Telephone Calls
- 4.24 Violence and Weapons

#### 4.1 STANDARDS OF CONDUCT

Courtesy, honesty, and a pleasant demeanor are important at all times. Your actions help to determine the reputation of the Company. All employees are employees at will and, as such, are free to resign at any time with or without notice or reason. Employer, likewise, retains the right to terminate employment at any time with or without reason or notice. This policy may not be changed by anyone. The following are examples of policy violations that may result in disciplinary action such as verbal reprimand, written reprimand, suspension without pay, or immediate discharge:

- Sexual, racial, or other unlawful harassment of another person.
- Consuming or being under the influence of alcohol or drugs while working, or on company business, or reporting to work under the influence of such substances.
- Fighting or assault on a co-worker or other person.
- Reckless conduct which threatens the life, safety or health of employees or coworkers including actual or threatened physical violence toward anyone.
- Threatening or intimidating co-workers, security guards, clients, or guests.
- Insubordination (refusing to follow a supervisor's directions) or other disrespectful conduct when dealing with management Professional or designee.
- Illegal conduct on employer's property.
- Unauthorized possession of firearms, weapons, alcohol, illegal drugs, or chemicals on employer's or client's premises.
- Falsifying forms, records, reports, time sheets, employment application forms, or other information.
- Breach of confidentiality including discussing, removing, or releasing any unauthorized information, or any proprietary information.
- Unprofessional treatment of coworkers or other business partners.
- Falsifying time records in any manner, including signing or clocking in/out for another employee or having another employee sign or clock you in/out.
- Willful abuse of Employer's or clients buildings, equipment, or other property.
- Violating safety or health rules, including refusal to wear safety equipment or protective clothing prescribed for your safety.
- Improper disclosure of trade secrets or confidential information.
- Violation of the Employer's conflict of interest policy.
- Using profane or abusive language

- Gambling while on duty.
- Sleeping while on duty.
- Excessive tardiness and/or absenteeism.
- Unauthorized use of computer access codes, passwords, or software.
- Smoking in unauthorized areas.
- Violation of Employer's "No Solicitation/No Distribution" policy.
- Refusal to conform to dress code standards.
- Working overtime without authorization.
- Unexcused absence extending more than three (3) consecutive workdays (voluntary resignation).
- Frequent or multiple documented performance deficiencies.
- Horseplay, pranks, or practical jokes.
- Supervisors may set up specific rules to govern employee actions when deemed necessary by departmental requirements and/or business needs.

## 4.2 DISCIPLINE

Disciplinary actions may be suggested when company management believes that an employee's performance/conduct is less than satisfactory. The company expressly reserves the right to terminate employment "at will." Management, at its sole discretion, may counsel, warn, reassign, suspend, or terminate any employee at will, whichever it chooses and at any time.

The supervisor/manager, with assistance of the Human Resource Department, will determine the course of action best suited to the circumstances. Increasing levels of disciplinary action are listed below. The company reserves the right to skip any of the following disciplinary actions in situations deemed necessary and take any or all appropriate disciplinary actions.

- (1) **Verbal counseling:** Most cases of unacceptable performance or behavior result from lack of understanding of expectations or requirements and can be remedied by verbal counseling. The supervisor/manager should review pertinent job requirements with the employee to ensure his or her understanding of them. The supervisor/manager should consider the severity of the problem, the employee's previous performance evaluations and all of the circumstances surrounding the particular case. The seriousness of the performance or misconduct should be indicated by stating that a written warning, probation, or possible termination could result if the problem is not resolved. The employee should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. The supervisor/manager should document the verbal counseling for future reference immediately following the review. Documentation will be placed in Employee file noting Verbal Counseling, date and time.
- (2) **Written reprimand:** In the event that verbal counseling has not been completely effective, or where the seriousness of the behavior warrants, a written reprimand may be required. The written reprimand must define the problem and how it may be corrected. The seriousness of the problem will be emphasized, and the written reprimand shall indicate that probation, termination or both, may result if improvement is not observed. Written reprimand becomes part of the employee's personnel file, although the supervisor/manager may direct that the written warning be removed after a period of time, under appropriate circumstances.
- (3) **Probation:** If the problem has not been resolved through verbal counseling and/or written reprimand, or when circumstances warrant it, the individual will be placed on probation. Probation is a serious action in which the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period.

The President in addition with the Human Resources Department and the employee's supervisor/manager, after review of the employee's corrective counseling documentation, will determine the length of probation. Typically, the probation period should be at least two weeks and no longer than 60 days, depending on the circumstances. A written probationary notice to the employee is prepared by Human Resources. The letter should include a statement of the following:

The specific unsatisfactory situation;

A review of oral and written warnings;

The length of probation;

The specific behavior modification or acceptable level of performance;

Suggestions for improvement;

A scheduled counseling session or sessions during the probationary period;

A statement that further action, including termination, may result if defined improvement or behavior modification does not result during probation. "Further action" may include, but is not limited to assignment, reduction in pay, grade, or demotion.

The supervisor/manager should personally meet with the employee to discuss the probationary letter and answer any questions. The employee should acknowledge receipt by signing the letter. If the employee should refuse to sign, the supervisor/manager may sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee's personnel file.

On the defined probation counseling date or dates, the employee and supervisor/manager will meet to review the employee's progress in correcting the problem which led to the probation. Brief written summaries of these meetings should be prepared with copies provided to the employee and the President.

At the completion of the probationary period, the President and the supervisor/manager will meet to determine whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation, or taking further action. The employee is to be advised in writing of the decision. Should probation be completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action.

- (4) Suspension: A two or three day suspension with or without pay may be justified when circumstances reasonably require an investigation of a serious incident in which the employee was allegedly involved. A suspension may also be warranted when employee safety, welfare, or morale may be adversely affected if a suspension is not imposed. In addition, and with prior approval of the President, suspension without pay for up to three consecutive working days may be imposed for such proven misconduct as intentional violation of safety rules or fighting on the job. These examples do not limit management's use of suspension with or without pay in other appropriate circumstances, such as the need to investigate a serious incident. In implementing a suspension, a written counseling report should set forth the circumstances justifying the suspension. Such a report shall become part of the employee's personnel file.
- (5) Involuntary Termination: The involuntary termination notice is prepared by the President with concurrence of, and review by, the personnel department. The employee is notified of the termination by the supervisor/manager and will be directed to contact the personnel department for debriefing and completion of termination documentation. Involuntary termination is reserved for those cases that cannot be resolved by corrective counseling or in those cases where a major violation has occurred which cannot be tolerated.

The following definitions and classification of violations, for which corrective counseling, performance improvement, or other disciplinary action may be taken, are merely illustrative and not limited to these examples. A particular violation may be major or minor, depending on the surrounding facts or circumstances.

- (1) Minor violations: Less serious violations that have some effect on the continuity, efficiency of work, safety, and harmony within the company. They typically lead to corrective counseling unless repeated or when unrelated incidents occur in rapid succession.
- (2) Major Violations: These more serious violations would include any deliberate or willful infraction of company rules and may preclude continued employment of an employee.

### 4.3 HARASSMENT

You have the right to work in an environment free of discrimination, which includes freedom from harassment - whether that harassment is based on sex, age, race, color, religion, national origin, physical or mental disability, marital status, or veteran status. Your Employer prohibits and condemns employee harassment in any form -- by supervisors, co-workers, visitors, consultants, or other business contacts.

Harassment can occur in many situations, but it is often viewed as a situation in which an individual in a position to control, influence, or affect your employment, compensation, promotion, or job assignment uses that power to coerce or punish you. Harassing conduct includes, but is not limited to, slurs, jokes, or degrading comments concerning sex, age, race, religion, national origin, physical or mental disability, marital status, or veteran status; repeated offensive sexual flirtation, advances, or propositions; any uninvited and unwelcome physical contact or touching such as patting, pinching, or constant brushing against your body; continual or repeated abuse of a sexual nature; graphic verbal comments about your body; and the work place display of discriminatory or sexually suggestive objects or pictures. Such conduct may result in disciplinary action up to and including dismissal of the employee who harasses. With respect to non-employees, offending visitors, consultants, or other business contacts will be dealt with appropriately by your supervisor. Please report all such conduct to your supervisor or directly to Human Resources.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature or welcomed social relationships. Sexual harassment is outlined in the EEOC Sexual Discrimination Guidelines and is defined as: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when; (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

Your Employer is committed to enforcing this policy and assures all employees that complaints of harassment will be kept in the strictest confidence except when disclosure is necessary to conduct an investigation. Your Employer Practice recognizes the serious nature of harassment as well as the serious nature of false allegations of harassment. Therefore we will endeavor to protect the complaining party, any witnesses, and the party against whom the complaint has been filed to the greatest extent possible. No one will be discriminated against for making a claim of harassment.

If you feel that you have been harassed, you should immediately bring it to the attention of your supervisor. If you are not comfortable reporting the problem to your supervisor, the situation should be discussed with Human Resources.

If you make a harassment claim, your Employer will conduct a thorough investigation of your complaint. The aim of the investigation will be to gather as many facts and to obtain as much detail as possible about the complaint. You will be interviewed and asked to provide details about the incident(s). You will also be asked to provide a written statement about your complaint. We will also interview witnesses to the incident(s), and we will obtain written statements from them. The alleged harasser will also be interviewed, and he/she will be asked to provide a written statement about his/her opinion of the complaint.

1. All allegations of harassment will be taken seriously and will be fully and appropriately investigated. Appropriate actions will be taken following the conclusion of the investigation. 2. You will be notified of the results of the investigation and what action, if any, was taken as a result of your claim.

#### **4.4 CONFLICT OF INTEREST**

As an employee, you are prohibited from engaging in any activity, or conduct which conflicts with, or appears to conflict with, the interest of the Company, its clients, or its suppliers. As a condition of employment, you may be required to sign a statement.

#### **4.5 CHANGES OF PERSONAL INFORMATION**

It is important that your Employment file contains accurate and up-to-date information. Employment changes pertaining to your address, telephone number, emergency contact, marital status, dependents, and any other pertinent information related to your employment, can be changed by notifying Human Resources for approval. Changes in your military status or beneficiaries should be submitted directly to Human Resources. CONCORD should be notified of all changes within 30 days after the effective date of the change. Human Resources will complete the appropriate forms to notify Payroll of the changes.

Your personal information, including your address and telephone number, is confidential and will not be released to persons or organizations outside of the Company, except for national security investigations or to law enforcement agencies.

## 4.6 ATTENDANCE

You are a vital member of our team, and your regular and punctual attendance is necessary so that we may provide quality service to our clients and other customers. Your Employer understands that occasionally you may be absent from work or late arriving for work. Therefore, we are providing the following guidelines for you to follow if you will be absent or tardy.

For unscheduled absences, you must notify your supervisor or his/her designee, either personally or via voicemail, in advance of the start of your scheduled shift. Leaving word with a co-worker is not acceptable. Check with your supervisor regarding the correct procedure for your department.

You must call in on each day of unscheduled absence, unless you request, and receive approval for, a leave of absence for a specific length of time.

Absences of three (3) consecutive workdays or more due to illness may require a doctor's release before you can return to work.

If you abuse the sick call-in provision, you may be subject to disciplinary action.

You must notify your supervisor, or his/her designee, if you expect to be tardy for work. Your Employer reserves the right to require certification of illness or injury by a doctor's written statement at any time. Unexcused absences or excessive tardiness may result in disciplinary action, up to and including termination of employment. Three (3) consecutive scheduled workdays of unauthorized absence (failure to notify management regarding the absence) is considered job abandonment and will be regarded as a voluntary resignation.

If you require a medical leave, Human Resources must be notified in advance, as paperwork is required for leave. Upon return, Human Resources must be notified so notification can be submitted to payroll.

Questions regarding the attendance policy should be directed to Human Resources.

#### 4.7 COMMUNICATION SYSTEMS

Upon hire, all communications services and equipment provided by CONCORD, including the messages transmitted or stored by them, are the sole property of CONCORD or the client. All services and equipment are for professional and employer or client- related business use only. Personal use of communication services and equipment, including personal communication such as jokes and personal business communication, is prohibited.

You should never use cellular telephones for sending sensitive and/or confidential communications. The confidentiality of these mediums of communication is not reliable. Your Employer reserves the right to access and monitor employee communications and files as it considers appropriate. Included in communications services and equipment are mail, electronic mail ("e-mail"), courier services, facsimiles, personal computers, computer networks, on-line services, Internet connections, computer files, video equipment and tapes, tape recorders and recordings, pagers, and bulletin boards.

Please check with your supervisor regarding the rules for use of communications services and equipment in your department or work area. The Corporate Information Technology office may be contacted regarding company communication systems and policies.

Failure to follow your Employer's guidelines in the use of communications services and equipment may result in disciplinary action up to and including termination of employment.

#### **4.8 EMPLOYER'S EQUIPMENT**

Equipment belonging to your Employer or contractor may not be removed from the work area, and you may not use this equipment (including computers) for personal purposes, unless approval has been given, in writing, by a supervisor. You must obtain your supervisor's written approval before removing any type of Employer's equipment from your work area, and/or before using Employer's equipment for personal purposes.

#### 4.9 CONFIDENTIAL NATURE OF EMPLOYER'S AFFAIRS

CONCORD has developed processes that are unique to your Employer. Keeping this information from competitors plays an important part in our success. CONCORD protects this proprietary information in several ways.

- As a condition of employment, you are asked to sign a Confidentiality Agreement and Policy Statement which will be maintained in your Employment file. You will receive a copy of your signed agreement.
- The access of employees, visitors, vendors, and others to certain designated areas may be restricted.
- You are prohibited from attempting to obtain confidential information for which you have not received access authorization.
- All media inquiries or other inquiries of a general nature should be referred to the Company President or Business Development, for response. All press releases, publications, speeches, or other official declarations must be approved in advance by the corporate office.
- You may not disclose material "inside information" that could affect the company's competitive position to anyone outside the organization until such information has been made available to the public by management. You are also prohibited from using such information for your own personal profit.
- If you violate the terms of the Confidentiality Agreement or Policy, you may be subject to disciplinary action up to, and including termination of employment.

#### **4.10 CONTRACTUAL AGREEMENTS**

The authority to commit to contractual agreements is retained by certain key individuals of the Company. No other employees are authorized to commit the Company to contractual agreements, either verbally or in writing, without the express consent of an authorized key individual of the Company. Violation of this policy may result in disciplinary action, up to and including termination of employment.

#### **4.11 COURTESY AND SERVICE**

Your Employer's primary goal is high service quality. As an employee, regardless of your position, you are part of a team, and it is expected that you handle your job responsibilities with unfailing courtesy.

Your Employer has adopted the following standards. It is critical that you understand and apply these in your daily work because they affirm the Company's commitment to Service Quality Excellence:

We treat all of our customers with courtesy and respect.

We demonstrate sensitivity to each other's physical and emotional well-being.

We strive for positive interactions and communication.

We keep our facilities clean, neat and safe.

We accept responsibility for solving problems and making improvements.

We recognize and reward excellent customer service.

Your supervisor may provide you with additional standards for service and courtesy for your work area. Failure to consistently follow and adhere to the performance and service standards may subject you to disciplinary action, up to and including termination of employment.

#### **4.12 DRESS CODE**

What we wear to work is a reflection of the pride we have in ourselves and in the Company, and it is important for all employees to present a businesslike appearance.

Clothing should always be appropriate and in good taste. In some locations, work ware will vary to certain job specifications, i.e. maintenance, janitorial, etc.

#### 4.13 SUBSTANCE ABUSE

The Company has a vital interest in maintaining a safe, healthful, and efficient working environment. Being under the influence of drugs or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace and the use, possession, or being under the influence of alcohol also pose unacceptable risks for safe, healthful, and efficient operations. The Company believes it has the right and the obligation to maintain a safe, healthful, and efficient workplace for all its employees and to protect the Company and its client's property, information, equipment, operations, and reputation. The Company recognizes its obligations to its clients for the provision of services that are free of the influence of illegal drugs and alcohol and will endeavor through this policy to provide drug- and alcohol-free services. The Company further expresses its intent through this policy to comply with federal and state rules, regulations, or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

The Company strictly prohibits the following for any present company employee, as well as all new applicants seeking employment:

- the use, abuse, presence in the body or reporting to work under the influence of;
- bringing onto company or client company premises;
- unlawful manufacture, distribution, dispensation, possession, transfer, storage, concealment, transportation, promotion or sale of,

#### Definitions

**Alcohol** means beer, wine, and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol includes use or possession of any beverage, mixture or preparation containing ethyl alcohol.

**Drug** means any substance (other than alcohol) that has known mind or function altering effects on a human subject, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by local and federal controlled substance laws.

**Drug Testing** is the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting drugs, alcohol or controlled substances.

**Illegal Drug** is any drug that is not legally obtainable; any drug that is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose or being used for a purpose other than that intended by manufacturer; an over-the-counter drug being used at a dosage level different from that recommended by the manufacturer; any drug being used for purposes not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, phencyclidine (PCP), and so-called designer and look-alike drugs.

**Legal Drug** is any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.

**Reasonable Belief** is a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform the duties of the job due to drug or alcohol impairment. Such inability to perform may include, but is not limited to, decreases in the quality or quantity of the

employee's productivity, judgment, reasoning, concentration, and psychomotor control; as well as marked changes in behavior. Accidents, deviations from safe working practices, and erratic conduct indicative of impairment are examples of reasonable belief situations.

**Inhalants** are any substances inhaled to alter or change an individual's mental status.

**Controlled Substances** are any and all illegal drugs, alcoholic beverages, inhalants, prescription drugs, counterfeit drugs and designer drugs.

**Substance Abuse** means the illicit or misuse of alcohol, drugs, controlled substances or inhalants.

**Possess** means to have on one's person, in one's personal effects, or under one's control.

**Under the Influence or Impaired** means that an employee is affected in excess of acceptable threshold levels by a drug or alcohol, or the combination of a drug and alcohol. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use influence and/or impairment can be established by a professional opinion; urine, blood or any other commonly and scientifically valid test; and in some cases by a lay person's opinion. An employee will be presumed to be impaired and in violation of this policy whenever the presence of drugs or alcohol at or in excess of cutoff concentration is detected in a substance abuse test administered under the terms of this policy.

**Contraband** includes illegal drugs and alcoholic beverages, drug paraphernalia, lethal weapons, firearms, explosives, incendiaries, stolen property, counterfeit money, untaxed whiskey, and pornographic materials.

#### **Education**

Company supervisors and management Professional are to be trained in the following areas:

- Detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy.
- Intervening in situations that may involve violations of this policy.
- Recognizing the above activities as a direct job responsibility.

Employees are to be informed in various written communications of the following

- The health and safety dangers associated with substance abuse.
- The provisions of this policy.

#### **Discipline**

- Specific policy violations and consequences.
- Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on Company or client company premises or while on Company business will be discharged.
- Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be discharged; we enforce a Zero-Tolerance policy.

- Any employee who is found to be in possession of contraband in violation of this policy will be discharged; we enforce a Zero-Tolerance policy.
- Any employee who is found through drug or alcohol testing to have in his or her body system a detectable amount of an illegal drug or alcohol will be discharged; we enforce a Zero-Tolerance policy.
- Any employee who refuses to submit to a drug or alcohol test as outlined in this policy will be discharged.
- Any employee who alters or tampers with his/her urine sample or the sample of another employee will be discharged.

### **Specific Drug and Alcohol Testing**

1. **Pre-Employment Drug Testing.** Pre-employment drug and alcohol testing is required of any qualified applicant or candidate as a condition of or consideration for employment with the Company. A refusal to submit to testing or a confirmed positive test result will disqualify an applicant for employment with the Company.
2. **Employee Drug and Alcohol Test Reasonable Cause.** The Company may conduct drug or alcohol testing on any employee who manifests reasonable belief behavior. An employee who is testing in a reasonable belief situation may be suspended pending receipt of written test results and whatever inquiries may be required. It is the intention of the Company to maintain consideration for the employee at all times and to approach each situation with appropriate dignity and respect.
3. **Post-Accident Drug and Alcohol Testing.** All employees of the Company and its affiliates are subject to drug and alcohol testing no later than six hours or as soon as practicable following an on-the-job injury resulting in medical attention and/or lost time. Drug testing may also be required on any employee who, through an unsafe working practice, causes an injury to another or causes damage to Company or client company property.

### **Exceptions**

#### Alcohol

*The consumption of alcohol at a CONCORD company-sponsored activity or social event is not prohibited by this policy, if approved by management, and the consumption of such alcohol is taken in moderation and not inconsistent with the employee's safe behavior and/or efficient performance of the employee's duties.*

Management reserves the right to limit the consumption. In all situations, the individual is responsible for his/her safe and appropriate conduct at all times and the Company shall not be held accountable or liable for his/her actions, during or after the event.

#### Prescription and over-the-counter Drugs

The use of prescribed or over-the-counter drugs, or possession of such, is not prohibited by this policy if:

- the drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured; and
- the drug is being used at the dosage prescribed or as authorized; and

- *the use of the drug is not inconsistent with the safe and efficient performance of the employee's duties.*

The legal use of drugs prescribed by a licensed physician may be permitted provided that any applicant for employment or any existing employee inform the appropriate Company representative before beginning employment and before using the drug that such drugs have been prescribed. The applicant will be required to inform the Company of any affects the drug may have and will be required to have his/her physician submit in writing a detailed explanation of the reasons for the drug being prescribed, and of any affect the drug may have on the employee. The Company reserves the right to reassign, transfer, deny or terminate employment if it determines that the legally prescribed drug will adversely affect the employee's performance, or would endanger the health of the employee, or the health or safety of others.

#### ***Immediate Discharge***

- An employee who violates the following rules will be discharged immediately.
- While on company premises, the employee uses, manufactures, distributes, dispenses, sells or possesses any illegal or unlawful drug.
- Refusal to submit to a substance abuse test as outlined in this policy.
- Altering or tampering with his/her urine sample or the sample of another employee.

#### ***Program Development and Oversight***

This policy shall be amended as necessary to meet the requirements of any particular federal or state law or to comply with contractual obligations to a customer.

#### **4.14 GRATUITIES**

Gifts and gratuities from clients, vendors, and business associates are regulated by the Employer's Code of Conduct.

#### **4.15 INCLEMENT WEATHER**

During periods of inclement weather, you are expected to report for work as scheduled. If you are delayed in arriving for work due to inclement weather, or if you wish to be excused from work due to inclement weather, you must call your immediate supervisor, prior to the beginning of your scheduled workday, or as early in the workday as possible. If you fail to notify your employer that you will be late or will not be able to report for work during periods of inclement weather, you may be subject to disciplinary action.

In cases of weather emergency, as determined by local government authorities, you may be excused from reporting for work by your immediate supervisor, department manager, or administrator. Please check with your supervisor for information regarding the inclement weather procedure for your location. If you are uncertain whether or not to report for work during inclement weather, call your immediate supervisor or contact Human Resources for information prior to reporting for work.

When the office or other work site is open for business, employees who do not work due to inclement weather shall not receive regular pay. If you have available PTO, you may use it to supplement your normal pay.

#### **4.16 MOONLIGHTING OR OUTSIDE EMPLOYMENT**

Your Employer recognizes and respects your right to accept employment in addition to your Employer's employment that does not conflict with or reflect poorly on the Company. However, if holding another job affects your work performance or commitments; or presents a potential conflict of interest; you may be asked to choose between employment opportunities. CONCORD retains the right to review and evaluate each situation on an individual basis.

#### **4.17 OPEN DOOR POLICY**

You are encouraged to share your concerns, seek information, provide input, and resolve problems/issues through your immediate supervisor or by contacting your Human Resources Director. Supervisors will make every effort to resolve issues within their limits of authority. When necessary, concerns may be presented in writing to Human Resources, for consideration and resolution. Human Resources is expected to listen to employee concerns, to encourage their input, and to seek resolution to their problems/issues.

Your job satisfaction is important to your Employer. You have a right to voice your complaints regarding conditions of employment, interpretation/application of Professional policies, disciplinary actions, or any other matters related to your job.

Your Employer recognizes the value and importance of full discussion in resolving misunderstandings and preserving strong relations between you and your supervisor. You will not be discriminated for voicing a complaint or for appealing a problem to Human Resources.

If you have any questions regarding your responsibilities or how to do your job, you should ask your supervisor for advice or instruction. Never hesitate to ask questions or contact your Human Resources Department.

You are encouraged to consult with your supervisor or Human Resources Department on a less formal basis, regarding issues and complaints when appropriate.

#### **4.18 POLITICAL CONTRIBUTIONS/DISTRIBUTION OF INFORMATION**

Your Employer respects and encourages your participation in political activities. However, all political participation by employees must occur on an individual basis, and not on behalf of, or as a representative of the Company, nor on your Employer's time. Additionally, you may not make, or commit to make, political contributions on behalf of the Company. Likewise, distribution of political material must occur outside of regular working hours.

#### **4.19 SMOKING**

During working hours, smoking is limited to breaks and meal periods and is not permitted in any Employer buildings, including restrooms. Smoking is permitted only in designated areas outside of the buildings. Violation of this policy may result in disciplinary action.

#### **4.20 SOLICITING AND DISTRIBUTION LITERATURE**

In order to avoid disruption of operations, employees and others not employed by the Company may not solicit or distribute literature at any time for any purpose during working time in working areas. "Working time" includes the working time of both the employee doing the soliciting and distributing, and the employee to whom the soliciting and distributing is being directed. Working time does not include break periods, meal periods, and any other specified periods during the workday when employees are not engaged in performing their work tasks.

Non-employees may not solicit or distribute at any time on the premises, including parking areas that are Employer's property. This includes advertising and information of a business or religious nature as well as verbal solicitation of any type.

All posted materials must be approved by the client or corporate office prior to posting on any bulletin boards. Any unapproved posting will be removed. Charitable organizations wishing to solicit employees during breaks must be approved by President or Human Resources Director.

#### **4.21 SUGGESTIONS**

If you have any suggestions or ideas that you feel would benefit your Employer, we encourage you to submit them in writing. We welcome suggestions that improve methods, procedures, and working conditions, reductions in costs or errors, and/or that benefit the Company and its employees.

## 4.22 TARDINESS

It is very important that you report to your assigned work area and be prepared to begin work at the proper starting time each day. You are expected to report for work as scheduled each day. You are also expected to perform assigned duties until the designated quitting time or, in some areas, until relief is provided by co-workers.

Your attendance will be evaluated based upon scheduled daily hours. You are expected to be ready to work at the beginning of your scheduled shift. Meals should only be eaten before work, after work, or during assigned meal periods or breaks.

Your Employer defines "Tardiness" as signing in after the scheduled start of a workday; and/or signing out prior to the end of a workday; and/or returning late from a meal period break. In addition, you should not sign in and/or begin work before the start of your scheduled shift; neither should you sign out longer than the end of your scheduled shift, unless overtime has been authorized by CONCORD.

Your Employer realizes that upon occasion, emergencies arise which cause you to be tardy. You must make every effort to notify your supervisor, or his/her designee, as soon as possible if you know you will be late for work. Consistent patterns of tardiness will be cause for disciplinary action, up to and including termination of employment.

Questions regarding the tardiness policy should be directed to Human Resources.

## **4.23 TELEPHONE CALLS**

### **Business Calls**

Telephones are a vital part of our business since much of our business is handled there. As an employee, it is important that you always use care and courtesy in handling telephone calls.

### **Personal Calls**

Your personal telephone calls, with the exception of emergency calls, should be limited to your breaks and meal periods. Friends and relatives should be asked not to call you during your working hours. You may not make personal long distance telephone calls that are charged to your Employer. If you abuse the personal telephone call privilege, you will be subject to disciplinary action.

#### **4.24 VIOLENCE AND WEAPONS**

There is a zero tolerance for any form of violence and/or weapons in the workplace. Violence and weapons are prohibited in all Company offices, client sites, company-sponsored events, or any other location while acting as a representative of the Company. The Company encourages its employees to report any occurrence of violence or evidence of potential violence (whether experienced or observed) to your Supervisor or the Human Resource Department immediately. An investigation will be performed on the parties involved. The privacy of the employee filing the report and the employee(s) under investigation shall be respected at all times. Any act of violence or possession of a weapon shall be considered a major violation of company policy and will be dealt with accordingly to state and federal laws, including immediate termination.

## **5.0 SAFETY AND SECURITY**

### 5.1 Safety

### 5.2 On-The-Job injuries and Illnesses

### 5.3 Security Policy

#### 5.3.1 Personal Property

#### 5.3.2 Visitors

#### 5.3.3 Lost or Found Personal Property

#### 5.3.4 Package Inspection

## 5.1 SAFETY AND SECURITY

We at CONCORD believe that all injuries can and should be prevented; that 100% safe performance is the only acceptable level. Quality, Safety, and Schedule/Cost are all top priority requirements, but the greatest among these equals is Safety. Total safety performance is function of technology, management systems, and Professional performance. Constant and continuous emphasis on all three is essential to assure safe performance. Every CONCORD employee, whether in CONCORD facilities, or on site at client facilities, will make a constant effort to be fully aware of the safety impacts in all of these areas and to be alert for opportunities to improve safety at all times. CONCORD as a corporation and each individual working for CONCORD has a responsibility to assure that each employee is aware of the potential hazards of the job environment, knowledgeable of the proper procedures, tools, protective equipment, and aware of appropriate responses to emergencies. **Safe behavior is a condition of employment.** Disregard for safety will simply not be tolerated.

CONCORD complies with all applicable federal, state, and local health and safety regulations to provide you with a work environment as free as practicable from recognized hazards. As an employee, you are expected to comply with all safety and health requirements whether established by the Company, or by federal, state, or local law. You can help to maintain a safe and healthy working environment by:

- All occupational injuries/illnesses must be reported immediately to your appropriate site supervisor and then reported to the Human Resources Department.
- Follow site regulations in regard to parking. All site traffic regulations must be observed. Park in designated areas only. Parked vehicles must be in park, engine off and parking brake set.
- Running is prohibited except during an emergency.
- Horseplay, fighting, gambling, firearms, use of alcohol, use of unauthorized drugs/narcotics will bar those involved from the client's site.
- Scissors, knives, and sharp pointed tools must be encased when not in use.
- Pedestrians on site roads - use walkways where provided. Do not take shortcuts through operating areas or buildings.
- Follow site policy with regards to smoking.
- Shirts that cover the shoulders must be worn at all times. Personal protective equipment such as safety glasses, hard hats, safety shoes, etc. for the task performed may be required.
- All tools and equipment brought onto the site for use are subject to site policy with regard to inspection, use, etc.
- Alarms - All Professional should know where the nearest fire alarm box is, how to turn in an alarm, the alarm, evacuation and disaster signals for each work area, the proper exit route and the disaster assembly area.

- Notify immediately the appropriate supervisor for any accidental spilling, leaking, pumping, pouring, emitting, or dumping materials into or on any land or water on the client site and take steps to protect human health and the environment.
- Keep the work area orderly and free of safety or health hazards.
- All CONCORD employees/subcontractors should follow specific client instructions supplied should emergency alarms be sounded.
- Scrap, trash, and other wastes go in the designated containers or disposal areas. Work areas must be cleaned up as the job progresses. All materials, tools, and equipment must be stored in a stable position (tied, stacked or chocked) to prevent rolling or falling. A safe access way to all work areas must be maintained.

## **5.2 ON-THE-JOB INJURY AND ILLNESS**

You should notify your Supervisor and Human Resources immediately if you are injured while working, or if you become ill due to your job. OSHA requires that you report the injury or illness within eight (8) hours after you are injured or become ill due to your work. Your supervisor or Human Resources will instruct you in the appropriate procedures to follow for the on-the-job injury or illness.

Should an on-the-job injury or illness occur, the Company provides you with workers' compensation insurance beginning with your first day of employment.

### 5.3 SECURITY POLICY

The Company strives to keep its premises safe. You can help us to maintain a secure environment by:

- Adhering to security policies and procedures.
- Securing your work area against theft and damage.
- Notifying your supervisor immediately if you notice any security problems, including missing or damaged equipment.
- Reporting suspicious persons or activities immediately to your supervisor.

Employees who violate security procedures may be subject to disciplinary action up to and including termination of employment.

### **5.3.1 Personal Property**

To reduce the possibility of theft, please do not bring valuable personal items or large amounts of money to work with you. The Company or Contracting Agency is not responsible for the loss, damage, or theft of your personal items.

### **5.3.2 Visitors**

Friends and relatives are discouraged from visiting during working hours. If you have friends or relatives who wish to tour the facilities or meet your co-workers, please obtain your supervisor's permission first and limit these activities to your breaks or after working hours.

Parents should be reminded politely that children must be controlled at all times while if Employer's premises.

### **5.3.3 Lost or Found Personal Property**

If you lose personal property, or if you find personal property, you should report it immediately to your facilities designated Lost and Found.

#### **5.3.4 Package Inspection**

Your Employer reserves the right to inspect any package, handbag, briefcase, etc., brought in or taken from Employer's premises by any employee.

## **6.0 BENEFITS**

- 6.1 Benefits – General
- 6.2 Bereavement Time Off
- 6.3 Holidays
- 6.4 Jury Duty and Court Appearances
- 6.5 Leaves of Absences
- 6.6 Paid Time Off (PTO)
- 6.7 PTO Pay Out
- 6.8 Vacations
- 6.9 Sick Pay
- 6.10 Religious Observances
- 6.11 Unemployment Compensation
- 6.12 Voting
- 6.13 Educational Assistance (Regular Employees, only)
- 6.14 Mailing and Shipping
- 6.15 Relocation Assistance (Regular Employees, only)
- 6.16 Field Assignments

## 6.1 BENEFITS – GENERAL

CONCORD provides required workers compensation benefits, unemployment insurance, Social Security and Medicare benefits in accordance with Federal and state statutes in the state of employment. While these benefits are required by Federal or state law, they represent a significant benefit to the employee, and should be considered by the employee in personal financial planning and retirement planning.

CONCORD recognizes the needs of employees for financial protection beyond statutory requirements in the event of illness or injuries that result in medical expense and loss of income. Providing adequate, cost-effective medical, dental, vision, disability, and life insurance protection is a concern of the company. The company has selected several plans designed to meet the employees' needs. All are financially subsidized by the company to keep the employee's cost to a minimum. All Regular and Contract employees are provided with the option to elect the following coverage.

- Group Medical Insurance
- Group Dental Insurance
- Group Vision Insurance
- Voluntary Term Life Insurance
- Accidental Death/Dismemberment Insurance
- Short Term Disability Insurance
- Long Term Disability Insurance
- AFLAC

In addition, options are available for Full-time In-House and Contract employees to add insurance for family members or extended coverage, such as additional *Voluntary Term Life insurance*. **Part-time/Temporary employees are not eligible for benefits.**

The plans offered are somewhat complex. For this reason, the Summary Plan Descriptions (SPD) or brochures which describe each plan should be referred to for specific information. You will be provided a copy of the Summary Plan Description for each plan upon hire. The Human Resource department is available to answer specific insurance questions. The cost, coverage, eligibility requirements and conversion privileges of each plan will be explained in detail. The terms and conditions of the insurance policy, itself, will control over any inconsistent descriptions contained in this manual.

### **Cafeteria Plan**

The cafeteria plan is an IRS-approved method of reducing Social Security taxes and Federal Income tax. Under this plan, specified benefits can be paid by salary reduction before taxes. Any employee enrolled in CONCORD's medical and/or dental insurance plan(s) can pay the portion of the premium(s) owed to CONCORD through payroll reduction on a pre-tax basis through the cafeteria plan. To become eligible for this benefit, you must complete the Salary Reduction Agreement authorizing CONCORD to deduct the payments from your paycheck pre-tax.

Eligible employees can participate in the cafeteria plan effective the first day of the month following their Initial Hire Period of employment. A summary plan description (SPD) is available from Human Resources. The plan document is the legal specification of the plan and supersedes this manual.

In-house and Contract employees are eligible for all benefits associated with CONCORD's cafeteria plan including the following:

- A) Medical Reimbursement Account
- B) Dependent Care Account

When covered expenses are incurred, a cafeteria plan claim form is completed and submitted directly to the plan for reimbursement. Covered expenses can include Medical Expense Account (e.g., insurance deductibles, insurance co-payments, medical care, orthodontics, eye care, etc.), Dependent Care (e.g., day care, after school care, or special care for handicapped children or elderly dependents).

Part-time employees are **not** eligible for the cafeteria plan.

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

All Regular and Contract employees are eligible to participate in CONCORD's 401(k) Retirement Savings Plan following one (1) year of service. One year of service is defined by the Plan as a 12-month period that you work at least 1,000 hours. Entry dates are January 1, April 1, July 1, and October 1. CONCORD contributions may be lump sum and/or a matching percentage of employee contributions, and **are not guaranteed**. At the President's discretion, matching contributions can be deposited into each individual's account throughout the year on a monthly basis along with the employee's contributions or at the end of the year. Vesting of employee contributions is immediate; vesting of CONCORD contributions occurs over a three (3) year period, at 34% first year, 67% second year, and 100% third year. At least 1,000 hours must be worked during each plan year (Jan 1 - Dec. 31) to acquire each level of vesting of CONCORD contributions. A full description of the plan is provided to each employee prior to eligibility.

A complete and detailed benefit package will be provided to all eligible employees, upon hire or when eligible.

## 6.2 BEREAVEMENT TIME OFF

**Contract employees** may use available PTO or have time off without pay at the discretion of Human Resources. The Employer reserves the right to verify use of bereavement time off.

**In-House employees** are eligible for three (3) days paid time off in the event of death of the following immediate family members: For purposes of this policy, "immediate family" is defined as:

spouse	mother-in-law
child	father-in-law
parent	son-in-law
guardian	daughter-in-law
brother	grandchildren
sister	step-children
brother-in-law	step-parents
grandparents	sister-in-law

For the death of an immediate family member as described above, corporate employees may have up to three (3) days with pay. For each day of bereavement, corporate employees will receive eight (8) hours of Bereavement pay. Other employees may be granted bereavement time off without pay or with the use of available PTO, based upon the provisions of this policy.

Absences longer than three (3) days may be granted without pay if, for example, travel time is required or if you must fulfill other related responsibilities before returning to work. Your supervisor will address each case on an individual basis. You must use accrued PTO time, if available, for this purpose. With your supervisor's approval, you may take time off to attend the funerals of friends, co-workers, etc. You must use accrued PTO, if available, for this purpose.

Bereavement leave is available to eligible employees, regardless of length of service. The Bereavement benefit is not available if you are on a leave of absence. Paid Bereavement time does not count for purposes of overtime computation.

The Employer reserves the right to verify use of Bereavement time off.

### **6.3 HOLIDAYS**

All CONCORD employees receive ten (10) paid holidays per calendar year.

New Year's Day  
Martin Luther King, Jr. Birthday  
Washington's Birthday  
Memorial Day  
Columbus Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Holidays that fall on Saturday will be observed on the preceding Friday. Holidays that fall on Sunday will be observed on the following Monday.

Full-time In-House and Contract employees (30+ hours), who do not work on a holiday, will receive eight (8) hours of holiday pay.

Part-time In-House and Contract employees working 20 to 29 hours, who do not work on a holiday, will receive (4) hours of holiday pay.

Employees working less than 20 hours are not entitled to paid holiday time off.

#### **6.4 JURY DUTY AND COURT APPEARANCES**

Your Employer encourages you to serve on jury panels, and your Employer recognizes that you may occasionally be required to appear in court as a witness. However, in either of the above instances, you must notify Human Resources, in advance, of any days that you will be absent from work. Please provide Human Resources promptly after receiving notification to appear and provide him/her with a copy of your jury summons or witness subpoena.

CONCORD employees will receive jury duty pay only as required by your state law. For states not requiring jury duty pay, you may use your accrued PTO time to compensate time missed from work.

## 6.5 LEAVES OF ABSENCES

As an employee, you are eligible for an extended leave of absence from work under certain circumstances. Except as stated below, you will not receive compensation during a leave of absence.

### **Family and Medical Leave Act (“FMLA”)**

Your Employer complies with the provisions of the federal Family and Medical Leave Act. For further information about the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the Employer's obligations, please contact your Human Resources Director.

In general, you are eligible for unpaid leave of absence, up to 12 weeks per year, if you have completed one year (12 months) of employment; have worked at least 1,250 hours in the previous year; and work at an Employer's work site which has at least 50 employees, or at a work site with 50 employees within a 75 mile radius. Additional FMLA requirements may be specified by law and/or regulatory directives. The granting and duration of each leave of absence and the compensation received by you, if any, during the leave of absence will be determined by the Employer in conjunction with applicable federal and state law. The following types of leave will be considered under FMLA guidelines:

- 1) **Sick Leave of Absence**: If you are unable to work because of a serious health condition or disability, you may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. Your Employer requires certification of your need for sick leave, both before the leave begins and on a periodic basis thereafter, by your health care provider.
- 2) **Parental Leave of Absence**: Female employees, when not disabled by pregnancy or childbirth (see above), and male employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- 3) **Family Care Leave of Absence**: You may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. Your employer requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

Total leave of absence time available for sick, parental and family care leaves of absence combined is a maximum of 12 weeks per year.

### **Additional Leaves of Absence: Military**

**Military Leave of Absence**: A military leave of absence will be granted if you are absent in order to serve in the uniformed services of the United States for a period of up to five (5) years (not including certain involuntary extensions of service). If you perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Services positions, you will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases as required by applicable federal or state law.

If you have one year or more of service, you will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the Employer will pay the difference between what you earn from the government for military service and what you would have earned from normal straight-time pay on the job. This difference will be paid for up to two (2) weeks in a calendar year.

## Leave of Absence Procedures

**FORM-CON001** is required for a leave of absence or any extension of a leave. **FORM-CON001** should be submitted to Human Resources in writing thirty days prior to the commencement of the leave period, or as soon as is practicable. Federal form WH380 will be sent by Human Resources for completion, prior to confirmation of leave granted. If you are on approved leave, you are expected to report any change of status in your need for a leave or your intention to return to work to Human Resources.

If you are on an approved leave of absence (except for a military leave of absence) you may not perform work for any other employer during that leave.

If you are on an FMLA sick leave, parental leave, family care leave, or on a personal leave you are required to use all accrued and accumulated PTO days, beginning with the first day of absence from work, while you are on leave. If you qualify for short term disability (STD) payments, your accrued and accumulated PTO time will be used to supplement the STD payments. If you are on a worker's compensation sick leave of absence covered by your Employer's workers' compensation insurance, and you are receiving worker's compensation payments, your accrued PTO will be used to supplement the payments to a maximum of 100% of your regular pay. Contact Human Resources for further information about supplementing STD or worker's compensation payments.

As an employee, you must pay your portion of any group insurance costs while you are on a leave of absence. PTO does not accrue during a leave of absence.

When you return from an FMLA sick, parental, family care, or a military leave of absence, you will be reinstated to the same job or to an equivalent job with equivalent status, work schedule, and pay, as required by law. If you are returning to work from a sick leave, you must provide certification of your ability to perform the functions of your job. If you are returning to work from a military leave, you must also comply with the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, you will be treated in the same manner as though you were not on leave at the time of the reduction in force.

If you fail to return to work at the conclusion of an approved leave of absence, including extension of the leave, you will be considered to have voluntarily abandoned your employment. Questions regarding the leave of absence policy and details concerning individual requests for leaves of absence should be directed to Human Resources.

## 6.6 PAID TIME OFF (PTO)

Your Employer provides you with paid time off (PTO) to use for vacations, personal and family illness, personal business and other personal time off needs. Full-time employees, both In-House and Contract, who are regularly scheduled to work 30 hours per week or more, or part-time In-House and Contract employees who are regularly scheduled to work at least 20-29 hours per week, receive PTO by the following methods:

**Contract** employee time off is based upon your years of service with your employer. The amount of award is determined by years of service and can vary depending upon SCA Wage Determination (by location). Please contact HR and Accounting to verify your individual PTO schedule

Contract employees are awarded **Paid Time Off** (PTO) starting on the 1st day after their one-year anniversary and each consecutive year of service thereafter. The typical amounts are as follows (please note – these are just examples and can vary from location to location, per Federal guidelines. Full-time and Part-time status also affect the amount of PTO received, as displayed below:

0 – 1 year	No PTO
1 – 5 years	80 hours PTO per year
6 – 10 years	120 hours PTO per year
11+ years	160 hours PTO per year

Full-time (30 hrs/wk)	10 days PTO (80 hours)	Awarded on each anniversary
Part-time (20-29 hrs/wk)	5 days PTO (40 hours)	Awarded on each anniversary
PRN (less than 20 hrs/wk)	No PTO	N/A

On the timesheet, record PTO hours under the column “PTO” or “Vacation” in the non-billable section.

**In-House** employee will begin accruing PTO hours on the first payroll period after their Initial Hire Period has ended. **Temporary/PRN employees and Consultant/1099s are not eligible for PTO benefits.** PTO will be accrued on the following schedule for In-House employees:

91 days – 5 years	3.0769 hours per pay period (two weeks)
6 years – 10 years	4.6153 hours per pay period (three weeks)
11 years and over	6.1538 hours per pay period (four weeks)

PTO must be requested in advance of taking time off, or as far in advance as possible, unless an emergency requires the use of PTO.

Unscheduled time off is discouraged. Excessive requests for unscheduled time off and/or unscheduled absences that display patterns of abuse of the PTO benefit, for example, repeated absences on Mondays or Fridays, will not be tolerated.

PTO must be earned to be used. There will be no advance payments of PTO not earned. PTO hours do not count for purposes of calculating overtime pay.

PTO must be taken in increments of at least one (1) hour, and you may not combine lost working time of less than one (1) hour to equal the minimum PTO increment. For example, if you clock in 15 minutes late on Tuesday and leave 45 minutes early on Wednesday, you may not combine the lost working time to equal one (1) PTO hour. However if you leave one (1) hour early on Wednesday (with your supervisor’s permission), you may use one (1) PTO hour.

At the end of each calendar year (December 31st), In-House employees **must not have more than 120 hours of Paid Time Off** remaining or the **additional hours will be forfeited**. You may have more than 120 hours during the year as long as you end up with no more than 120 hours by the end of every calendar year.

If you are out on leave, you must exhaust all PTO benefits before other options are considered.

## 6.7 PTO PAY OUT

Upon leave or termination from the company, employees will be paid out any unused PTO, less any expenses due to the company. If you wish your final paycheck, including your PTO hours, to be mailed to your home, you must submit a written, dated, and signed request that includes your mailing address, to the payroll administrator. Otherwise, checks will be Direct Deposited, if applicable. **PTO payout occurs on the first pay period directly following the last active payroll of the employee.**

## **6.8 VACATIONS**

Your Employer encourages you to use PTO for purposes of rest and relaxation. Please schedule your vacation with your on-site supervisor and with Concord HR as much in advance as possible. Time off for vacation must be approved, in advance, by your CONCORD supervisor. Approval of your time off requests depends upon departmental staffing and your Employer's business needs.

## 6.9 SICK PAY

You may use PTO for personal injuries and illnesses and for the injuries and illnesses of your family members. If you must be absent from work due to your own or a family member's injury or illness, you must notify your supervisor about the absence before the start of your scheduled shift. If you fail to call in regarding an unscheduled absence for any reason, it is misconduct, and you may be subject to disciplinary action. If you fail to call in regarding an unscheduled absence for three (3) or more consecutive workdays, the Employer considers that you have abandoned your job and your employment may be terminated.

Your Employer provides the option to Full-time In-House and Contract employees, to purchase short term disability insurance to replace wages lost because of time off work due to personal injury or illness. Your available PTO will be used to supplement short term disability insurance during the qualifying waiting period. The integration of short term disability insurance payments with PTO will never be more than 100% of your regular pay.

Your Employer reserves the right to require medical certification of injuries and illnesses.

## **6.10 RELIGIOUS OBSERVANCES**

You may be allowed to observe religious holidays during your scheduled work hours, providing it does not result in undue burden or cost to your Employer.

You should submit a request for time off to your supervisor and, if approved and available, and PTO pay must be used for this purpose. Otherwise, time observed for religious purposes will be unpaid.

## **6.11 UNEMPLOYMENT COMPENSATION**

As required by law, your Employer provides you with Unemployment Insurance to compensate you should you become unemployed through no fault of your own. For further information, contact Human Resources.

## **6.12 VOTING**

Employees are encouraged to participate in the election of government leaders by voting. In most cases, you will be able to vote either before reporting for work or after you complete your work for the day. Please try to schedule your voting time outside of your regular working hours. However, if you cannot arrange to vote either before or after work, you may arrange for time off with your supervisor. Please check with your supervisor for further information.

### 6.13 EDUCATIONAL ASSISTANCE (In-House Employees, only)

**In-House Employees**, taking job-related courses as part of a degree program at an accredited college or university, **may be** eligible for reimbursement. All courses must be pre-approved by the President using form FORM-CON002 (contact Human Resources for Form copy). The Company will reimburse In-House Employees for the pre-approved cost of tuition (not including miscellaneous items such as books, parking, fees, etc.) for the courses taken when the employee is enrolled in an approved course of study in an accredited school within a thirty mile (30) radius of the employee's permanent assignment, and as long as the employee maintains a B average in the course (B+ for Graduate School). Special accredited programs (such as distance learning programs), where yearly fees would be considered the "tuition" shall be covered on the same basis as stated above.

Tuition/Course costs will be considered for reimbursement **only** if courses are taken and passed within the year with a grade of B or higher, and the skills and training received from the courses taken is determined provide **direct benefit** to CONCORD will not reimburse yearly fees just for the purpose of remaining enrolled in the program. In addition, you must be actively pursuing a degree or taking courses during that year for reimbursement approval to be considered.

Reimbursement will be made upon satisfactory completion of the course; receipts from self-pay and copy of transcript of completed course, required. Should an employee voluntarily terminate his or her employment within one year following reimbursement for educational assistance, the employee will refund a pro rata share of the total educational assistance expenses paid based on the difference between the number of days that the employee worked after reimbursement and 365 days.

#### **6.14 SHIPPING AND MAILING**

CONCORD is dependent upon an efficient and economical system of receiving and sending mail. Postage and shipping costs represent a significant part of the company operating budget. In addition, the handling and processing of mail requires the time and effort of employees. Personal use of the company's mail system shall be permitted including, purchasing postage and the deposit of pre-stamped personal mail with company mail. Employees shall be permitted to utilize the company's shipping services (e.g., Federal Express, UPS) to arrange for the shipment of personal goods. Any costs associated with personal shipments shall be charged back to the employee and shall be promptly reimbursed by the employee to the company.

#### **6.15 RELOCATION ASSISTANCE (In-House Employees only)**

All relocations must be authorized by the President, no exceptions. CONCORD will pay for all reasonable and necessary moving expenses for **In-House Employees** required by the company to transfer his or her full-time work location, if required. Prior to relocation, the employee will be required to sign a Relocation Agreement with CONCORD. The Human Resources Department will provide the Relocation Agreement and a set of instructions explaining the relocation expenses CONCORD will cover.

Following relocation, the employee assumes responsibility for providing all necessary documentation for relocation expenditures to expedite payment of all costs.

Should an employee voluntarily terminate his or her employment with CONCORD within one year of relocation, the employee will refund to the company a pro rata share of the total relocation expenses paid based on the difference between the number of days that the employee worked after relocation and 365 days. The agreement will also authorize the company to deduct the pro rata share of relocation expenses from the employee's final paycheck. If any amount remains owing to the company, the employee shall pay this amount to the company before termination is completed or make other arrangements for payment (a promissory note).

## 6.16 FIELD ASSIGNMENTS

The nature of the business of CONCORD may require that **In-House Employees** take on field assignments, i.e., a temporary (more than 30 days, but less than 1 year) work assignment more than 50 miles one way from the employee's permanent or current long-term residence. All such assignments will be approved in advance by the President. In general, it is CONCORD's policy to reimburse employees for expenses incurred directly related to the field assignment that would not normally be incurred at the employee's permanent location.

For **Contract Employees**, allowable expenses will be determined by the requirements and specifications of the client contract to which the Contract Employee is assigned. Specific expense allowances will be detailed in the Associate Employee contract at the time of assignment.

For **In-House Employees**, a temporary assignment budget projecting allowable employee expense will be established with approval of the President at the time of the assignment. Specific details of the budget and allowable expenses may vary from case to case, to accommodate Federal guidelines or contract-specific requirements or restrictions. Depending on the length of the assignment and Federal or client contract guidelines, certain expenses may be covered by a "Per Diem", while others may be reimbursed on a cost-incurred basis with submittal of appropriate travel expense reimbursement form. Before incurring any costs associated with a field assignment, the employee and supervisor shall clearly define and document reimbursable expenses and the mechanism for payment. The following are typical of expenses that may be reimbursed by the company for business-related expenses during field assignments:

- Meals and incidental expenses such as phone calls
- Rental car for business use (reimbursement to CONCORD for personal use)
- Mileage for privately owned vehicle on pre-approved travel to and from residence to field assignment (local mileage at the temporary site is not reimbursable)
- Air travel (round trip coach fare to and from permanent residence, typically once per month; may be used by family member to visit employee at the temporary site)
- Temporary lodging, hotel (for limited time period while seeking longer-term housing)