



# **EMPLOYEE HANDBOOK**

Effective June 1, 2012  
Updated April 7, 2020

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# **JDSfaulkner**

## **EMPLOYEE HANDBOOK**

This handbook has been prepared to acquaint you with JDSfaulkner's personnel policies, procedures, and benefits.

It is designed to provide accurate and authoritative information in regard to the subject matter covered. It is presented to employees of JDSfaulkner with the understanding that the Company is not engaged in rendering legal services. If legal advice or other professional services are required, a designated Company officer may elect to seek local legal advice pertaining to a particular matter in the particular geographical area.

All employee benefits discussed in this Handbook for employees of JDSfaulkner are maximum benefits as adopted by the Company and any manager, without prior approval of the owners, cannot grant any benefits beyond the maximum outlined herein.

No statements contained herein are to be interpreted as contractual. JDSfaulkner will also be represented throughout the Handbook as "JDSfaulkner" or "the Company".

The Company reserves the right to change wages and working conditions. Such changes can be made without consultation or agreements with others external to the Company and the Company has absolute authority to promote, demote, or terminate employees with or without cause.

## **Section I. GENERAL**

### **A. HOW WE WORK TOGETHER**

At JDSfaulkner, every employee is valuable and contributes to our success.

From this simple statement, we draw the following conclusions:

- Each of us deserves to be treated with respect. Therefore, it is required of us that we treat fellow employees with equal respect and courtesy.
- Each of us has a personal responsibility to deliver quality work and to continuously develop our personal skills and knowledge.
- Each of us is expected to use sound judgment and common sense in all work situations. We are required to be ethical and honest.
- Each of us who manages or coordinates the work of others has the additional responsibility to
  - Foster an environment of open communications;
  - Promote ethical behavior, honesty and integrity;
  - Coach and empower employees as they learn new skills, and foster, recognize and reward innovation.

### **B. GETTING STARTED AS A NEW EMPLOYEE**

From the very start, we want you to know that you are a valuable member of our team and hope you enjoy your employment with us.

As a new member of the JDSfaulkner team, you will have several forms to complete to become entered into the payroll system. You are requested to complete the necessary forms by the end of your first day of employment and return them to your supervisor.

Your new hire orientation includes:

- Introducing you to JDSfaulkner and its mission, values, policies and its philosophy of service to our clients;
- Identifying support services available to you and acquainting you with the physical surroundings;
- Giving you an overview of your new position;
- Completing any mandatory safety training that may be required.

During the upcoming days, your supervisor or team members will spend time with you, orienting you to the Company and outlining the responsibilities of your job and the expectations associated with them. It is very important that you spend time familiarizing yourself with the policies in this handbook and that you ask questions. Remember, you are now a valued member of the JDSfaulkner team.

## **Section I. GENERAL (Continued)**

## C. CATEGORIES OF EMPLOYMENT

Each employee will fall into one of the following employment categories. Your employment category determines how you are paid and your eligibility for Company benefits.

**Regular Full-Time Employee:** You are a regular full-time employee if you are regularly scheduled to work 40 or more hours per week. Full-time employees are eligible to participate in all Company benefit programs after completing required waiting periods.

**Regular Part-Time Employee:** You are a regular part-time employee if you are regularly scheduled to work less than 40 hours per week. Part-time employees are typically not eligible to participate in Company benefit programs unless and until their status changes to full-time employee.

**Temporary/Seasonal Employee:** You are a temporary employee if you are hired to work full-time or part-time for a specified period (usually less than six months), or if you are on an on-call basis. Temporary employees are not eligible to participate in Company benefit programs unless and until their status changes to full-time employee.

**Contractors:** You are a contractor if you are brought to work here for a finite period of time to perform a limited number of tasks or services over which you will have primary control, and are not hired as an employee.

## D. JOB CLASSIFICATIONS

In addition to the above categories, each job is classified as “Exempt” or “Non-exempt.” Job classification is based on actual duties and responsibilities, not earnings level or title. This classification determines whether or not your position is eligible for overtime pay when more than 40 hours are worked in one work week, as established by the Fair Labor Standards Act (FLSA).

**Exempt:** You are an exempt employee if you are a supervisor, administrator, professional or outside sales employee whose position meets specific tests established by the FLSA or applicable state law.

**Non-exempt:** You are a non-exempt employee if your position does not meet FLSA or other exemption tests and you are paid the applicable overtime rate of pay for hours worked in excess of 40 per work week.

## Section I. GENERAL (Continued)

## E. AFFIRMATIVE ACTION POLICY STATEMENT

JDSfaulkner is fully committed to its policy of providing equal employment opportunities. We have developed and implemented a program of affirmative action to recruit, hire, train, and promote on the basis of individual ability and potential, and to provide equal opportunities for all people, regardless of race, color, religion, sex, age, sexual orientation, national origin, disability or other legally-protected status. This program includes “disabled veterans” and veterans of the Vietnam Era.

#### **F. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Federal law requires a Form I-9 to be completed by all new employees hired after November 6, 1986. This form must be executed and signed and will be kept on file, as required by law. If employees are authorized to work, but are unable to present the required document(s) within 3 business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within 90 days. Under no circumstances may an employee continue to work at JDSfaulkner, PLLC past this extension unless all required information has been furnished.

##### **E-Verify**

Upon completion of the Form I-9, each employee’s information will be entered into the Department of Homeland Security’s E-Verify system in accordance with federal employment laws and regulations. Any employee whose information results in a “non-confirmation” will be notified and provided with documentation with which to contact the appropriate agency for follow up. Failure to comply with federal requirements for the removal of the “non-confirmation” status will result in termination of employment in accordance with DHS regulations.

If you leave JDSfaulkner and are rehired, you must complete another Form I-9.

If you have questions or want information on the Immigration Reform and Control Act of 1986, contact your supervisor.

#### **G. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of JDSfaulkner that we do not discriminate with respect to race, color, religion, sex, sexual orientation, national origin or ancestry, physical or mental disability, marital status, age, status as a special disabled veteran or Vietnam-era veteran, or any other status protected by applicable law. Our equal employment philosophy applies to all aspects of employment

#### **Section I. GENERAL (Continued)**

including, but not limited to, recruiting, hiring, promotion, training, benefits, pay, discipline, termination, rules, policies and Company-sponsored activities.

## **H. CONFLICTS OF INTEREST**

As a JDSfaulkner employee, you are expected to devote your best efforts to the interests of the Company. The Company recognizes your right to engage in activities, including personal investments outside your employment that are private in nature. However, full disclosure of any activity that may create a potential conflict of interest must be communicated immediately to your supervisor. A conflict of interest would occur if your private interests interfere with your duties and responsibilities as a JDSfaulkner employee.

## **I. EMPLOYEE RELATIONS / OPEN DOOR POLICY**

If employees have concerns about work conditions or other work-related issues, they are encouraged to voice those concerns to their supervisor. Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and outcomes can be positive. We are committed to responding to employee concerns and treating employees as individuals. In an effort to maintain direct employer-employee communications, we will resist organization, within applicable legal limits. We will protect the right of employees to speak for themselves.

## **J. EMPLOYMENT OF RELATIVES**

JDSfaulkner has no general prohibition against hiring relatives of current or past Company employees. However, some restrictions may be applied to help prevent problems of safety, supervision, security and morale.

Candidates for employment must state on their employment application if a family member is a current employee of the Company.

## **K. OUTSIDE EMPLOYMENT**

If a full-time employee, you should consider JDSfaulkner as your primary employment. Any outside employment may not affect meeting the requirements of your job at JDSfaulkner, nor may it in any way represent a conflict of interest with your employment here. Prior to accepting outside employment or other activities, you are asked to discuss your plans with your supervisor to ensure there are no possible conflicts or adverse impacts on your job at JDSfaulkner. If problems seem likely or are apparent, your supervisor will discuss this with you. The Company reserves the right to disapprove any outside employment where work performance may be adversely affected or a conflict of interest may be created. If you still pursue non-approved outside employment or activities and they interfere with your work, the Company retains the right to discipline you up to and including discharge.

## **L. OUTSIDE INQUIRIES**



Because of our strict adherence to confidentiality, employees are not allowed to discuss the Company or any Company-related events with members of the media without permission from the owners or their designee. Outside inquiries about the Company from any media source (newspaper, radio, television or other similar source) should immediately be referred to the owners for response or redirection to the appropriate person. Employees who violate this requirement for confidentiality will be subject to discipline, up to and including termination.

## **M. PERSONNEL RECORDS AND REFERENCES**

Important events in your history with JDSfaulkner will be recorded and kept in your personnel file. Performance appraisals, change of status records, commendations, counseling and disciplinary actions, and educational/training attainment records are examples of records that will be kept. Upon request, you will be given access to your personnel file at reasonable times and at reasonable intervals. Upon request, you will be given copies of materials in your personnel file that have been signed by you. A reasonable charge may be made for such copies.

Personnel data will be retained in secure custody to ensure that access to the information is controlled and limited to authorized users. If information of a personal nature about you is provided to the Company, reasonable precautions will be taken to assure that exchange of such information is limited to those within the Company who have a need to know or be aware of the information for legitimate reasons.

As authorized by law or by you, the Company will release dates of employment, job classifications and salaries. Supervisors and other persons throughout the Company are not authorized to give out any information, including references on past or current employees, without specific authorization from an appropriate Company manager.

It is very important that your records are kept current. You must notify the Company immediately if you have a change in home address, telephone number(s), and/or change in family status (births, death, marriage, divorce, legal separation, etc.) as income tax status, group insurance and other benefits may be affected.

Computer files and written files are confidential. Under no circumstance should these files ever be viewed without proper authority. Examining files without proper authority is grounds for termination.

## **Section I. GENERAL (continued)**

### **N. SAFETY**

JDSfaulkner will always endeavor to provide safe working conditions for its employees. You are expected to follow common safety practices and to report any unsafe conditions, defective or broken equipment to your supervisor.

If you have a work-related injury, no matter how small, you must report it to your supervisor immediately. It is essential to do this to comply with federal and state reporting requirements as well as Workers Compensation notification, ensuring efficient and prompt administration.

## **O. SEXUAL AND OTHER HARASSMENT**

It is the established policy of JDSfaulkner to ensure equal employment opportunity and to prevent discrimination in all practices. Sexual harassment and other forms of harassment are discriminatory actions. They are prohibited by Title VII of the Civil Rights Act of 1964 as Discriminatory Employment Practices.

We do not tolerate harassment of any of our employees. Any form of harassment related to an individual's race, color, sex, sexual orientation, marital status, religion, national origin, ancestry, citizenship status, age, disability or veteran status is a violation of this policy and will be treated as a disciplinary action. For these purposes, the term *harassment* includes slurs and any other degrading or offensive remarks, jokes or other verbal, graphic or physical conduct, sexual advances, requests for sexual favors (including uninvited touching) or sexually-related comments.

This policy prohibits sexual harassment, which includes but is not limited to: sexual touching, advances, propositions; verbal abuse or offensive talk of a sexual nature; graphic or suggestive comments about an individual's dress, body, or sexuality; sexually degrading words or phrases; the display of sexually suggestive objects or pictures; jokes or teasing of a sexual nature. It also includes the taking of, or refusal to take, any personnel action on the basis of an employee's submission to or refusal of sexual overtures.

Any employee who feels that he/she is being harassed by another employee should make it clear that the conduct is offensive and unwelcome. He/she also has the right to immediately notify her/his supervisor or other Company manager to report the conduct. The report will be kept as confidential as possible, consistent with the need to investigate the conduct fairly and take any appropriate corrective action. In all cases, the employee will be advised of the findings and conclusion after a thorough and appropriate investigation. Based on the outcome of the investigation, we will take immediate disciplinary actions against any employee shown to have engaged in sexual or other harassment. Such actions may include, depending on the circumstances, counseling, suspension, demotion, or discharge. Retaliation is strictly prohibited in any form against an employee who has opposed unlawful practices or has filed a complaint, testified, assisted or participated in the investigation in good faith.

## **Section I. GENERAL (continued)**

Harassment of our employees in connection with their work by contractors or other non-employees may also be a violation of this policy and should be reported immediately to a supervisor for appropriate action. False allegations will not be tolerated. An employee, who falsely accuses or intentionally

misrepresents circumstances that are reported to the management team, will be subject to disciplinary action, up to and including, termination.

## **P. VIOLENCE IN THE WORKPLACE**

We are committed to providing a safe work environment. We will not tolerate violence or threats of violence. Threatening or violent behavior may consist of, but is not limited to:

- Physically harming or threatening to harm an individual, group of individuals or relatives of those individuals.
- Loud, angry or disruptive behavior on Company property or at Company sponsored events.
- Intentional disregard for the physical safety or well being of others.
- Intentional destruction of Company property, employee property or customer property.
- Commission of a felony or misdemeanor on Company property, at Company sponsored events or while performing services for Company.
- Any other conduct that a reasonable person would perceive as constituting a threat of violence or intimidation.

Any employee or customer who is subjected to, witnesses or has knowledge of threatening or violent behavior of any type, including those listed above, or has reason to believe that violent behavior may occur at or in connection with the activities of JDSfaulkner, should report it promptly to her or his supervisor. Employees should feel free to raise concerns and make reports, in good faith, without fear of retaliation by the Company or other employees. The Company will treat such reports as confidential to the extent circumstances permit.

Employees in violation of this policy will be subject to disciplinary action that may include termination, arrest and/or prosecution. False allegations will not be tolerated. An employee who falsely accuses or intentionally misrepresents circumstances that are reported to the management team will be subject to disciplinary action, up to and including termination.

## **Q. SOCIAL NETWORKING AND MEDIA**

Employees who choose to create or participate in an Internet social network (Facebook, MySpace, Twitter, LinkedIn, etc.), blog or other form of online

publishing or discussion (referred to in this policy collectively as “Internet social networking”) must do so on non-working time.

Employees who participate in Internet social networking need to adhere to the following guidelines relative to any communications related to the company or to any company personnel:

Employees must not engage in any communication that violates the company’s policy prohibiting sexual and other unlawful harassment, the company’s conduct rules, or the company’s policy regarding confidential information.

Employees are prohibited from using, disclosing or posting company confidential and/or propriety information, or any documents related to the company, its clients and known potential clients.

Identify yourself when relevant and, if you publish something about the company, the work you do or any subjects associated with the company, you *must* use a disclaimer that the views expressed are exclusively your own. Your disclaimer could say something like the following: “The views I express on this site are my own and do not represent those of JDSfaulkner”.

The endorsement of any company is prohibited.

Remember that what you write is public and will remain so for a long time.

The company expects its employees to be courteous and respectful toward supervisors, co-workers, clients and any other persons associated with the company. Do not engage in any personal attacks on such individuals.

Issue corrections where needed.

Any questions regarding this Internet social networking policy and your compliance with it should be directed to your supervisor. The Company will conduct audits to monitor participation and use of guidelines. The Company reserves the right to determine whether particular conduct violates any part of this policy or is otherwise inappropriate. Violation may result in discipline, up to and including discharge.

## **R. COMPUTERS AND TECHNOLOGY**

JDSfaulkner has actively pursued making technology and increased access to information available to its staff. The purpose of this Acceptable Use policy is to ensure that all employees are aware of and understand their responsibilities when accessing the Internet.

The purpose of the Internet is to facilitate communications in support of the business goals of JDSfaulkner. Your use of Internet services provided by the Company must be in support of and consistent with the objectives of the Company.

Transmission of any material in violation of any United States or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret.

Use for commercial activities outside of JDSfaulkner' business objectives, product advertisement, or political lobbying is also prohibited.

The use of the Internet is a privilege, not a right. Viewing or visiting any site, at any time, which is inconsistent with the business environment or goals of JDSfaulkner will be considered a violation of company policy. Inappropriate use, including any violation of these conditions and rules may result in cancellation of these privileges, as well as disciplinary action up to and including termination.

JDSfaulkner has the authority to determine appropriate use and may deny, revoke, suspend or close any employee's access at any time based upon its determination of inappropriate use by that employee. All determination of appropriate usage will be at the sole discretion of the Company owners.

JDSfaulkner reserves the right to review any material accessed by employees with Internet access to determine the appropriateness of such material. JDSfaulkner may review this material at any time.

All employees are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- Be polite. Do not get abusive in your messages to others.
- Use appropriate language. Do not swear, use vulgarities, or any other inappropriate language. Do not engage in activities that are prohibited under state or federal law.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Viewing pornography is grounds for immediate termination.

Security and efficiency of JDSfaulkner computing resources is a high priority, especially since the systems are used for our daily business. Users must abide by the following security steps:

- Do not download software from the Internet onto any disk drive in use at the company without prior consent of management and the systems group.
- Do not allow any other employee to use your login name and/or password without the permission of management.
- Discovery of any security problem will be reported to your supervisor and the systems staff immediately.

The work that JDSfaulkner performs on behalf of clients is strictly confidential and may not be communicated outside the company without the express written consent of the Company owners.

## **Section II. ATTENDANCE AND LEAVE**

### **A. EMPLOYEE RESPONSIBILITY**

#### **I. PUNCTUALITY**

Punctuality is a must – we are committed to ensuring that our clients are served. Every job has a very definite place in the successful operation of our Company. Therefore, you are required to start your workday (that is, be at your assigned work place and ready for work) on time and to be punctual for all working appointments.

If for any reason you are unable to be at work at your regular starting time, you are required to contact your immediate supervisor one hour before the beginning of your scheduled work day, or in extenuating circumstances as soon as reasonably possible. This is necessary in order that work assignments and schedule adjustments can be made.

Repeated unexcused tardiness or early leaves will result in disciplinary action.

## **II. ATTENDANCE**

It is essential for the success of the Company and for the security of everyone's job that we be able to service the Company's customers. To accomplish this, regular attendance at work is required of all employees. Employees who are absent or tardy without receiving advance approval or notifying their supervisor hurt our Company.

A non-exempt employee will not be compensated for absences except during paid holidays (if eligible) or approved vacation time.

All employees are required to notify their supervisor in advance if they will not be available for work. If you are not going to be at work for any reason, such as illness or an emergency, you must notify your immediate supervisor one hour before the beginning of your scheduled work day, or in extenuating circumstances, no later than one-half hour past your normal starting time. Employees who are ill are required to phone in at the beginning of each day, unless they have a long-term illness and have advised the Company.

You must notify the Company each day that you are going to be absent. If you violate this rule of being absent without notice, it will be necessary to take disciplinary action. Repeated violations could result in termination of employment.

An employee who is absent for two (2) consecutive days without notifying his/her immediate supervisor of the reason may be considered as having

## **Section II. ATTENDANCE AND LEAVE (continued)**

abandoned her/his job, and will be treated as having voluntarily resigned. Employees whose attendance record indicates a pattern of abuse as regards to reporting to work and/or following Company attendance rules will be subject to disciplinary action up to and including termination.

## **B. HOLIDAYS**

JDSfaulkner provides eight standard paid holidays and three floating holidays per year to employees who have completed sixty days of full-time employment, as follows:

|                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | January 1                   |
| Memorial Day           | Last Monday in May          |
| Independence Day       | July 4                      |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November   |
| Christmas Eve          | December 24                 |
| Christmas Day          | December 25                 |

Unless otherwise indicated by the department manager, holidays will be observed on the above dates.

Regular full-time employees qualify for paid holidays and will be paid at their regular rate of pay after completing 60 days of employment.

Non-exempt employees scheduled to work on a recognized paid holiday will be paid at their overtime rate for all hours worked on that day. To qualify for holiday pay, non-exempt employees must work on the day preceding and the day following the holiday.

Employees on leave of absence will not be eligible to receive holiday pay.

JDSfaulkner may, at its sole discretion, close for other holidays. If the Company elects to close on another holiday, you will be given at least five working days notification of the planned closing.

## **C. RELIGIOUS HOLIDAYS**

We respect your right to observe religious holidays. In the event that you need to take time off from work to observe a particular religious holiday, the request should be made at least two weeks in advance to your supervisor. If the needs of

## **Section II. ATTENDANCE AND LEAVE (Continued)**

the Company permit, we will make every reasonable effort to allow time for your observance of the religious holiday. You will be required to either use vacation time for this purpose, a floating holiday, or take time off without pay to cover the requested time off, unless the religious holiday is a scheduled Company-observed holiday.

#### **D. MILITARY LEAVE**

You may request military leave for service in the United States military forces. If you return from the military forces and apply for job reinstatement in timely manner, you will be offered reinstatement as required by law.

If you are classified as an exempt employee, you will be paid the difference between your regular pay and military pay for any week of military leave in which you also perform regular services for the Company. If you are non-exempt, you will be paid for the work you actually perform for the Company, if any, during the particular workweek.

If you leave the Company to enter military service, you are entitled to reinstatement and all other rights in accordance with the provisions of the Military Selective Service Act.

Employees who are members of National Guard or Reserve units will be granted two (2) weeks leave of absence without pay when required to attend Annual Field Training. These employees may, however, elect to use any earned vacation in lieu of the unpaid leave of absence.

#### **E. VACATION**

JDSfaulkner maintains a vacation program for full-time employees. In addition, occasionally employees may need to take time off for personal affairs that cannot be taken care of outside regular business hours and for religious observances, ethnic holidays, and other events of personal significance. As a result, the Company provides days off with pay to accommodate these purposes.

### **Section II. ATTENDANCE AND LEAVE (Continued)**

Vacation will be considered on a first come, first served basis. Vacation requests will be granted based on a mutually convenient schedule to both the employee and the Company considering the available work force and business needs of each department.



Employees should submit a request for vacation to their supervisor at least two weeks before the date the employees request their vacation to commence. Vacation time must be used in at least half day increments.

Employees may not use vacation time in advance of earning it. The Company will not cash out vacation time in lieu of using it. All unused vacation time is forfeited at the end of the calendar year.

Termination of employment will result in a forfeiture of all unused vacation time.

#### **F. SICK PAY**

Full-time employees are eligible to receive pay for sick days. Following 60 days employment an employee will receive 6 days of sick pay per year. Subsequently, on every January thereafter, full time employees will continue to receive 6 days of sick pay.

Sick days may be used when absent from work due to a legitimate illness or injury of self, child, or member of immediate family for whom you provide health care. Routine checkups to doctors and/or dentists also apply. JDSfaulkner may request proof of a doctor's visit to substantiate sickness. Sick leave pay is intended to be used in the event of a legitimate illness or injury. Unused sick days may not be carried over to the next year. Unused sick days have no monetary value upon termination.

Sick days should be reported to the employee's supervisor. If the time record is not clearly and properly noted, sick pay will not be given.

#### **G. PERSONAL LEAVE**

A personal leave of absence may be granted to eligible employees when compelling reasons require you to be absent from work for an extended period of time. Personal leaves of absence are unpaid, but eligible employees may be able to receive continuous service and eligibility for certain benefits in appropriate circumstances. No personal leave will be granted until the employee submits a detailed request for leave in writing and receives written approval for the leave.

### **Section II. ATTENDANCE AND LEAVE (Continued)**

A leave of absence cannot exceed 30 days, nor can it be extended except in rare, extraordinary circumstances. A leave will be granted on the basis of business necessity and ability of the Company to grant the leave, your past performance, and your past attendance. Upon completion of a leave, JDSfaulkner does not guarantee or promise reinstatement. Failure to report to

work on the first work day following the expiration of the leave will be cause for termination on the basis of job abandonment.

Employees who take time off for personal leave are required to either make the time up, charge it to vacation time, floating holidays, or take the time off without pay as approved by her/his supervisor. If they make this time up, it has to be made up before overtime is paid in excess of 40 hours; that is, it must be made up in the same week of the pay period in which the personal leave was taken. Whenever possible, approval for personal leave should be requested in advance.

You must return to work on or before the agreed upon date. Failure of any employee to return to work on or before the agreed upon date, with a physician's release, if required, will be interpreted as a voluntary resignation, with or without further notification from the Company.

Employees may use earned vacation time for any leave prior to starting their unpaid leave of absence, but are not required to do so.

Standard holiday pay is not given during a leave of absence.

## **H. BEREAVEMENT LEAVE**

- A) In the event of a death in your immediate family, you will be eligible to take up to three (3) consecutive regularly-scheduled working days with pay, beginning no earlier than the day of death and ending no later than the day after the funeral, to handle family affairs and attend the funeral. "Immediate family" is defined as your: spouse, child, parent (including step-parent or legal guardian), brother, sister, grandparent, grandchild, mother-in-law or father-in-law.
- B) If you choose to attend the funeral of other family members or personal friends, you shall be eligible to take one (1) day, charged against your vacation accrual, to attend the funeral/memorial service. You will need prior approval from your manager, and in order to receive pay for the day. Otherwise, the day will be unpaid leave.

Bereavement pay will not be made when one or more of the bereavement days coincide with any of the following:

- An unpaid leave of absence;
- Previously scheduled vacation time which is in the process of being taken;
- A Company-recognized holiday;
- You are receiving payment under the Company's Workers Compensation program.

Payment in lieu of bereavement leave is not permitted.

The Company may, at its option, request verification of the immediate family member's death from the employee before approving bereavement pay.

## **I. JURY DUTY**

If you are absent from work because you are required by law to serve on a jury or serve as a subpoenaed witness, you will be paid the difference between the jury/witness duty pay and your regular pay if your duty/witness pay is less. (For other court appearances such as divorce or traffic violations, you must use vacation time, floating holidays or unpaid leave.)

Upon receipt, you must submit a copy of all checks from the jury/witness duty or other pay instruments to JDSfaulkner for submission to Payroll.

Employees must return to work on the day when they are released by the court in time to report to work for the remainder of the work day.

## **J. TRAVEL TIME**

The Wage and Hour Division of the Department of Labor does not consider that time spent in travel away from home outside of regular working hours as a passenger in a plane, train, bus or car is paid work. Travel away from home is paid work time when it cuts across the employee's workday.

In light of the above statement the following states JDSfaulkner' policy regarding compensation for travel time.

- Any time an employee is driving a vehicle for JDSfaulkner, the employee will be compensated for this driving time.
- A passenger will be compensated for time as a passenger in a vehicle if this is during the employee's regular working day.
- Passengers will not be compensated for travel time outside of normal working hours.
- Employees traveling to conferences, seminars, or trade shows are paid only for the time actually spent at the conference, seminar, or trade show. They are not compensated for mealtime or other social events. This pay will be a minimum of two hours.
- Though rare, exceptions to the above policies are possible. If an exception exists the employee will be notified before the travel occurs.
- It is possible for passengers to receive compensation for traveling as a passenger on Saturdays and Sundays. It is the passenger's responsibility to discuss this with their supervisor *before traveling*. Failure of the employee to bring this concern to their supervisor's attention before traveling occurs will result in disciplinary action up to and including discharge.

## **K. INCLEMENT WEATHER**

It is our policy to remain open for business in spite of inclement weather conditions, unless required to close due to state or local government mandate or

due to safety concerns as determined by the scheduling supervisor. If you choose not to come to work because of inclement weather on a day when we are open, you will not be paid for that day, unless you elect to use vacation time or floating holidays for the day. Likewise, you will only be paid for hours actually worked if you choose to come to work after your normal workday has started, or leave work before your normal workday has ended, unless you take vacation time in lieu of time not worked.

### **Section III. COMPENSATION**

#### **A. COMPENSATION POLICY**

Your individual job classification is determined by the requirements of your job, including such factors as responsibility, skill, training, education, and working conditions. Wage adjustments are based primarily upon your record of performance on the job, your particular job, and your length of service with JDSfaulkner.

We believe that the compensation each employee receives is a personal matter and should be discussed only between the individual employee and her/his supervisor or other designated members of management.

#### **B. WORKING HOURS**

The working day for a regular full-time employee is eight (8) hours, which allows for a 60-minute unpaid lunch period Monday through Friday of each week.

In the event it is necessary to be absent or late, employees are expected to telephone their immediate supervisor no later than one hour prior to their normal starting time or in extenuating circumstances, as soon as reasonably possible. Failure to report or call in can result in disciplinary action.

#### **C. OVERTIME FOR NON-EXEMPT EMPLOYEES**

Typically, JDSfaulkner employees will be expected to work a predetermined schedule. If overtime is required, the Company will give you as much advance notice of overtime work as is possible. You are expected to work overtime, if scheduled, unless your supervisor excuses you in advance.

Employees *must* receive prior approval to work overtime. As mandated by the Department of Labor, non-exempt employees are paid at one and one-half (1.50) times their regular hourly wage for all hours worked after 40 hours actually worked per week. Time for which employees receive pay but do not actually work (e.g., vacation, holiday, bereavement) is not counted as time worked for the purposes of calculating overtime pay.

#### **D. SUNDAY OR UNUSUAL WORK TIME FOR NON-EXEMPT EMPLOYEES**

Non-exempt employees who are scheduled to work on Sunday or are expected to work during unusual hours in addition to their normal work schedule will be paid overtime for all hours worked on that day, with a minimum of two hours of pay. You must record IN and OUT times appropriately, and the time record must be approved in writing by your supervisor. Failure to record IN or OUT times or receive written approval from your supervisor could result in disciplinary action up to and including discharge.

### **Section III. COMPENSATION (Continued)**

#### **E. CALL-BACK PAY FOR NON-EXEMPT EMPLOYEES**

Non-exempt employees called back to work after completing a normal work day and who have left the premises prior to notification shall receive one hour's pay in addition to the pay for actual time worked.

#### **F. TIME RECORDS FOR NON-EXEMPT EMPLOYEES**

All employees shall record their time on the job on an approved time record daily for payroll purposes. Non-exempt employees should record their time whenever beginning or stopping work whether at the beginning or end of the workday or at any time they leave the workplace for personal business. Employees are prohibited from working while off the clock. Employees doing so will be subject to disciplinary action up to and including termination.

Recording the time of another employee or having another employee record your time is prohibited and will result in disciplinary action up to and including termination for all persons involved.

#### **G. PERFORMANCE EVALUATIONS**

New hires at JDSfaulkner will receive a performance evaluation at the end of their first 60 days of employment. Additional evaluations will be performed company-wide every six months during the months of January and July. If evaluations and the Company's budget allow for merit increases to be awarded as the result of performance, the increases will be made in the first full payroll cycle following the completion of the employee's evaluation.

## **Section IV. SUBSTANCE ABUSE POLICY**

### **A. SUBSTANCE ABUSE POLICY**

JDSfaulkner has no tolerance for the use of illegal drugs or alcohol when conducting Company business. All employees when performing or reporting to work are expected to be free from the influence of illegal drugs, alcohol, or other intoxicating substances.

The unauthorized use, distribution, manufacture, dispensing, possession or sale of illegal drugs or other controlled or intoxicating substances, or being under the influence of illegal drugs or controlled or intoxicating substances on Company time and/or property is prohibited. Any suspected illegal substances will be turned over to the appropriate law enforcement agency.

Employees are expected to inform their supervisor of the use of prescription or over-the-counter medications that may adversely affect the safe and reliable performance of their work.

All employees who observe conduct that may indicate a violation of this policy shall report such observation to their supervisor.

Compliance with this policy is a condition of employment. Violations may result in disciplinary action up to and including discharge.

### **B. DRUG AND ALCOHOL TESTING**

Employees will be subject to a drug and/or alcohol test post-accident, and may be subject to a test after a near-accident (traffic or other) when there is reasonable suspicion that they may be under the influence of drugs or alcohol, or are in an apparent unsafe condition. Employees who test positive for illegal drugs, alcohol, or who fail to submit to a test as requested are subject to immediate termination.

In addition, the Company may, at times of its choosing, conduct random drug and alcohol tests on any number of employees. If chosen for a random test, the employee is required to report to the nearest Company-contracted site for the test. Failure or refusal to submit for a test, or testing positive, may result in immediate termination.

## **Section V. CONDUCT AND DISCIPLINE**

### **A. PHONE CALLS**

We must be available for work and to our customers at all times. Since the telephone is a prime method of client communication, it is necessary to limit its use to business only. With the exception of bona fide emergencies, personal calls, regardless of whether using a company phone or a personal phone, should be limited to break periods and lunch periods. The company reserves the right to record telephone numbers and quantity of all incoming and outgoing calls to verify compliance with this rule.

If you receive a Company cell phone for business use, you must become familiar with, and abide by, the Company's policies regarding cell phone usage. Please refer to the Company's Telecom policy, which is included in your New Hire packet.

### **B. STANDARDS OF CONDUCT AND CORRECTIVE ACTIONS**

Whenever groups of people work together, standards are necessary to protect the rights of all concerned. These standards are not intended to restrict employees' rights, but to define them to ensure cooperation as well as consistent treatment.

The performance or actions of employees will, at times, require the Company to counsel employees through disciplinary action. Except in the most serious cases, where immediate termination is required, progressive counseling actions will take place. The purpose of corrective counseling is to give the employee an opportunity to be made aware of the problem(s) and allow time to correct it. The employee will always be given a copy of any counseling, which will be made part of her/his employee record. The employee will always be asked to sign the document indicating that he/she has been made aware of the problem and has received a copy of the counseling document.

Our standards have been separated into two categories, addressing violations of greater and lesser magnitude. These categories are not intended to be all-inclusive, nor has there been an attempt to list every standard that would otherwise be expected through obeying the law, or using common sense or courtesy. The Company reserves the right to discipline or discharge employees during the introductory period or thereafter, with or without notice, for unsatisfactory performance as determined by the Company, for violations of its rules and policies, and for such other actions as the Company determines are contrary to its best interests, whether or not the grounds for such discipline or discharge are set forth in this handbook or any other Company publication.

#### Group 1

Violation of a Group 1 standard is extremely serious, and will result in either immediate termination or suspension without pay if the matter requires investigation. Depending on the results of the investigation, the employee may



## **Section V. CONDUCT AND DISCIPLINE (continued)**

either be reinstated with back pay, or terminated effective the date of the infraction. The following actions are prohibited:

- Threatening, harassing, intimidating, coercing, using abusive language or interfering with the performance of another employee.
- Falsifying any Company document, forgery, or making false statements regarding any Company documents.
- Failure to maintain Company confidentiality requirements or discussing JDSfaulkner with the media, as referenced in Section 1, L above.
- Possessing controlled substances on Company property; attempting to sell, purchase, deliver or distribute controlled substances while on Company property or engaging in Company business; any violation of the Company's Controlled Substance Abuse policy.
- Reporting to work under the influence of alcohol or drugs, or in an apparent unsafe condition.
- Insubordination or refusal to perform assigned work, provided the assigned work does not violate the law or our company policy and/or does not compromise the safety of the employee or fellow employees.
- Abuse, deliberate damage, destruction, misuse or unauthorized use of Company property or another employee's property. Unauthorized removal of any safety device from equipment.
- Fighting or engaging in activities that cause injury to the employee or fellow employee(s) while on Company time and/or premises.
- Theft or unauthorized possession of Company property or another employees' property. Removal of Company property from the premises without appropriate documentation or managerial authorization.
- Possession and/or use of firearms, dangerous weapons or dangerous materials while on Company time and/or premises.
- Failure to report to work for two consecutive days without notification to the employee's immediate supervisor, or failing to return from a suspension or leave of absence on the designated return date.
- Sleeping during scheduled working time.
- Violation of the Company's Solicitation policy.

### Group 2

Violation of a Group 2 standard is serious and the employee can expect the result of a first infraction to typically be a written counseling notification. Continued violations of any Group 2 standards will result in further counseling or discipline up to and including discharge.

## **Section V. CONDUCT AND DISCIPLINE (Continued)**

The following actions are prohibited:

- Posting or removal of notices, signs or writings in any form from any Company property or bulletin boards.
- Violation of Company safety rules or practices, including immediately notifying your supervisor of a work-related accident or injury.
- Failure to follow orders or perform a task as instructed.
- Repeated absences and/or tardiness and/or leaving early.
- Repeated periods of unproductive time during working hours without supervisory authorization.
- Leaving the premises during working hours without prior supervisory permission.
- Defective workmanship.
- Coming to or remaining on Company property at times other than necessary for Company business, including coming onto Company property while on suspension.
- Absent one day without notification to the employee's immediate supervisor.
- Speeding or reckless driving in a Company vehicle and/or while performing Company services while on other property.
- Creating or contributing to unsafe and/or unsanitary conditions on Company property.
- Smoking on JDSfaulkner property, including the parking lot and any other JDSfaulkner holdings or interests.

Depending on the circumstances, a first violation of a Group 2 standard will result in a First Written Counseling.

If a second violation of any Group 2 standard is violated within one year of the first violation, a Second Written Counseling will typically be administered.

If a third violation of any Group 2 standard occurs within one year of the last violation, the employee may be terminated from employment.

### **C. SECURITY**

All employees are responsible for the security of Company property. All employees are responsible for securing equipment and facilities at the end of their work period. Should any violations be observed, they must immediately be reported to management.

All work related files, ideas, inventions, processes, and any and all intelligence deriving from the work of the mind or intellect, having been learned, discovered, improved upon, or obtained in any manner while employed with JDSfaulkner, PLLC will be considered the exclusive intellectual property of JDSfaulkner, PLLC, and may not be reproduced, republished,

## **Section V. CONDUCT AND DISCIPLINE (Continued)**

distributed, transmitted, displayed, broadcast, or otherwise exploited in any manner without the express prior permission of JDSfaulkner, PLLC. Any deliberate attempt to violate or circumvent this policy will be treated as a Group 1 theft.

Upon the discovery of any Company property, intellectual or physical, being stolen or missing from the premises, an investigation will be initiated. Employees will be required to assist and participate in the investigative action to the best of their ability.

Employees discovered to be engaging in theft of Company property will be subject to disciplinary action up to and including discharge, and will also be reported to the appropriate authorities.

### **D. SOLICITATION AND DISTRIBUTION**

Any solicitation seeking payments, contributions, chances, memberships, signatures, funds, etc., is not permitted on Company property by people not employed by the Company, nor do we permit this activity by employees during working hours. In addition, employees are not permitted to distribute any literature during working hours or in working areas.

### **E. DRESS CODE**

Our clients, vendors and visitors form their image of the Company through their contact with employees. When you come to work, we expect your attire to be neat, in good taste, and appropriate for your work assignment.

Incomplete or sloppy attire and lewd or suggestive imprints on clothing will not be allowed. Employees appearing for work so dressed will be required to leave the premises without pay and will not be allowed to return to work until dressed in accordance with the provisions above.

### **F. USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential to accomplishing job duties are expensive and may be difficult to replace. Use and assignment of equipment and vehicles is a privilege, not an entitlement. When using Company equipment or vehicles, employees are expected to exercise care and common sense, including following operating instructions, safety standards and guidelines. Whenever practical, all Company-owned equipment must be stored in an enclosed area. At no time is an employee allowed to smoke in a Company-owned vehicle.

Employees must notify their supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of

damage, defects and the need for repairs will prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer your questions about your responsibility for the maintenance and care of equipment and vehicles used on the job.

Beyond vehicle use for commuting from work to home or other worksites, personal use of Company equipment or vehicles is strictly prohibited. Flagrant abuse of the privilege of driving a Company vehicle, excessive speeding, or operating a Company vehicle under the influence of alcohol or drugs or in any other unsafe condition, may result in the revocation of operating responsibilities and may also result in termination of employment.

## **Section VI. TRAVEL AND TRANSPORTATION**

### **A. FOOD AND LODGING EXPENSES**

Employees will be reimbursed for all authorized expenses to the maximum allowed by the Company's established rates for food and lodging. All expenses are to be itemized by the day. A paid, detailed statement must support expenditures for additional hotel expenses or any other actual charges. No expenses will be reimbursed for any form of alcoholic beverage or entertainment.

### **B. TRANSPORTATION EXPENSES**

When it is necessary for you to use your own vehicle on authorized Company business, you will be reimbursed for your mileage at the rate determined by the company on a yearly basis. The Company will also reimburse you for all tolls, parking, and similar verified approved expenses as allowed by current policies. Your beginning and ending mileage, along with receipts for tolls and parking, must be turned in to your supervisor for her/his approval with your signed Expense Report. Mileage and associated expenses will be recorded on the Expense Report, and receipts (for the expenses) stapled to the Expense Report. Fines for traffic or parking violations are the employee's responsibility.

### **C. APPROVAL**

Expense vouchers will be submitted to the employee's supervisor who will review the items for reasonableness and indicate approval for payment by his/her signature prior to forwarding for payment.

## **Section VII. TRAINING**

### **A. TRAINING PROVIDED BY THE COMPANY**

JDSfaulkner may provide employees with training opportunities from time to time. These programs may be conducted by JDSfaulkner personnel or may be provided by external experts or by attendance at conferences or other training events. Time spent actively engaged in actual, required training activities will be considered as normal working hours and will be paid as such (see Section III, Compensation). Time spent in activities that are not a direct and integral part of the required training activities will not be considered working time and will not be paid.

On some occasions, an employee will be asked to sign a document guaranteeing repayment of the cost of supplemental training in the event that the employee resigns from the Company within a predetermined period of time following the completion of training.

## **ANTI-NEPOTISM POLICY**

At JDSfaulkner members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

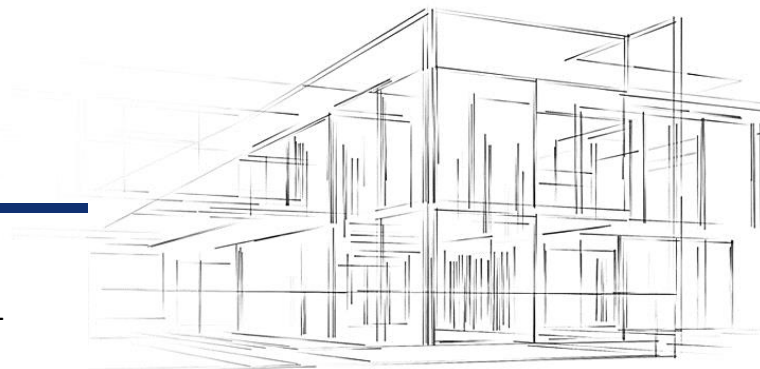
Create a supervisor/subordinate relationship with a family member;  
Have the potential for creating an adverse impact on work performance; or  
Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy also applies when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, grandparent, grandchild, members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment if it does not involve any of the three circumstances listed above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within JDSfaulkner. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed.

This policy does not apply to "close relatives" who already are employed by JDSfaulkner as of the effective date of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy.

At all times, the JDSfaulkner reserves the right to separate, reassign, or terminate employment of any related individuals, members of the same household or dating employees if apparent or actual conflict exists.



## Model Release form

This Model Release Form relates to the use of personal media and images utilized for an artistic or commercial endeavor by and between the following parties:

I, as a JDSfaulkner employee, authorize JDSfaulkner as well as their legal representatives, assignees, and transferees to use, publish, reuse, republish, distribute, disseminate or otherwise make publicly available for any artistic or commercial use, including advertising, publication, or illustration images of me taken while employed with JDSfaulkner, in whole or in part, whether individually or collectively with any other material, in any and all forms of media now or hereinafter known and/or developed, including, but not limited to, in print media, in digital media, on the internet, in composite images, or distorted images or for any other lawful use as may be determined by JDSfaulkner in their sole and exclusive discretion, including the use of my name without restriction. JDSfaulkner shall specifically be permitted to use fictitious names in conjunction with the images.

I further completely release and discharge JDSfaulkner from any and all demands or claims that may arise out of or otherwise be connected with the use of the photographs and video featuring me, my image or my property, including, without limitation, and any and all claims for the violation of a right of publicity, a right of privacy, or libel. I also waive any and all rights to approve or otherwise review any uses of the photographs and video featuring me, my image or my property.

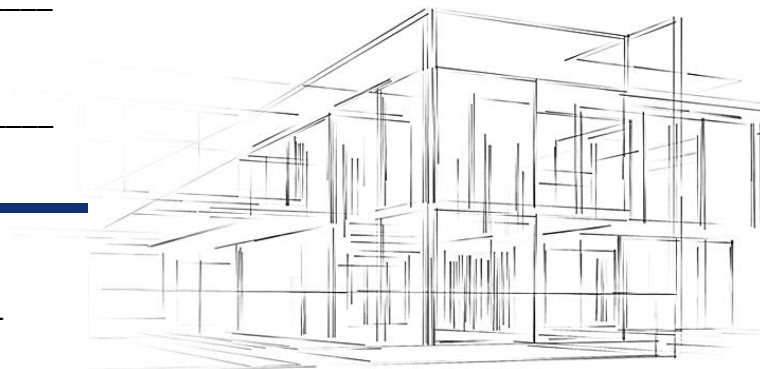
I am a legally competent adult of full legal age and have the right to contract in my own name. I have read this document thoroughly and understand the entirety of its contents in full.

Model specifically agrees that this Model Release shall be governed and interpreted in accordance with the laws of the state of North Carolina and should any provision of this Model Release be judged by an appropriate court of competent jurisdiction as invalid, it shall not affect any of the remaining provisions in any way, to the extent possible.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## News Media Relations

It is a JDSfaulkner (hereinafter called Company) policy not to grant interviews to the media without prior approval of the Chief Executive Officer, Chief Operations Officer, or the Chief Administration Officer. With respect to Company matters which are appropriate for public knowledge, it is the policy of the Company to cooperate with news media inquiries and communicate truthfully with the media.

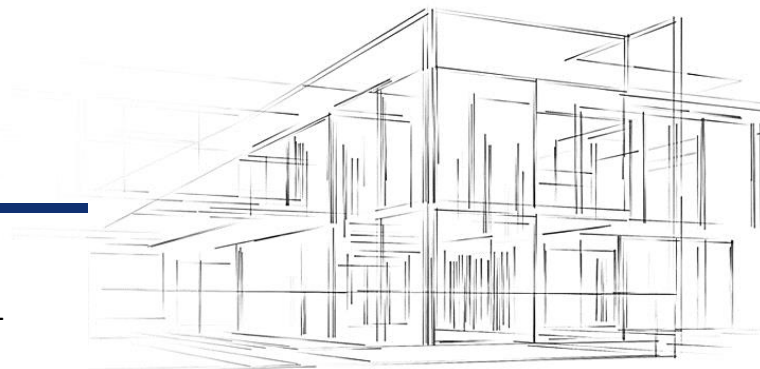
No employee will give media interviews without prior approval from one of the Principals. This policy will ensure that accurate information will be given for those matters which are appropriate for public knowledge.

Any requests for interviews by the media for any location will be referred to the Chief Executive Officer, Chief Operations Officer or the Chief Administration Officer. During the time an employee is attempting to contact either of the above, reporters should be told "no comment."

Courtesy and common sense should always be used in dealing with reporters. If a reporter asks a question or asks to interview the employee, he/she will politely decline and explain that the Chief Executive Officer, Chief Operations Officer or the Chief Administration Officer must first be contacted for approval. The employee should ask the reporter for his or her name, the name of the publication or television or radio station, a telephone number, and the topic which they wish to discuss.

The employee will then contact either the Chief Executive Officer, Chief Operations Officer or the Chief Administration Officer with the above information.

When an approval is given to allow photographs in a location, the Manager should complete a Photo Release Form and send it to the Legal Department.





## **Outside Employment Policy & Agreement**

All full-time employees should recognize JDSfaulkner to be their primary employer and as a result, loyalty to the vision and mission of JDSfaulkner is paramount and expected from all our employees. Employees of JDSfaulkner may occasionally request to seek supplementary employment outside their regular working hours. The Company has no objection to this, as long as it does not interfere with employee performance or attendance at JDSfaulkner and so long as he or she is not in the employ of a vendor, client, or competitor so as to create a conflict of interest in employment with our family of companies to include Engineering, Testing, Inspections, Construction, and Real Estate.

Prior to accepting outside employment, employees must inform their supervisor in writing using this form. Plans should be approved in advance to ensure there are no possible conflicts or adverse impacts. The Company reserves the right to deny any request for outside employment where work performance may be adversely affected, or a conflict of interest may be created. Misrepresentation, failure to disclose, or pursuit of non-approved outside employment may result in disciplinary action, up to and including termination.

If any problems become apparent, the situation will be discussed with the supervisor to determine if there is a satisfactory way to remediate the problem, or if the secondary employment should be terminated. All employees will be judged by the same performance standards and will be subject to JDSfaulkner's scheduling demands, regardless of any supplementary outside work arrangements.

*Employee:*

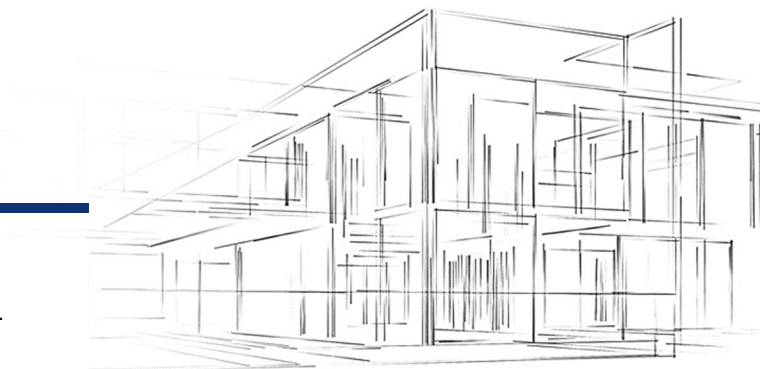
*Description of outside work:*

*Outside work company name:*

*Anticipated days/hours:*

*Manager Approval:*

*Date:*



## Your Pay and Work Hours (Timecards, Time Clocks, Time Records)

Your timecard is the only record of the hours you have worked. The pay you receive is based on the timecard you punch each day. Time clocks at Paycor.com and on the Paycor mobile app.

- Each day punch your timecard as you are ready to start work.
- When you leave work, punch your card out.
- Should you forget to punch your card "IN" or "OUT", immediately inform your supervisor so that he/she may record and authorize your time.

*Always* punch your own card. It is a violation of organization policy to punch another employee's timecard or to allow anyone to punch yours. If this is done by accident, take it to your supervisor immediately. It is a violation of policy to perform any work when you are not "clocked in." Never work off the clock. Violations of either of these policies are cause for disciplinary action which may include termination of your employment.

Losing your time record, forgetting to record, or any change to your time record should be reported to your supervisor immediately to ensure that you are properly paid.

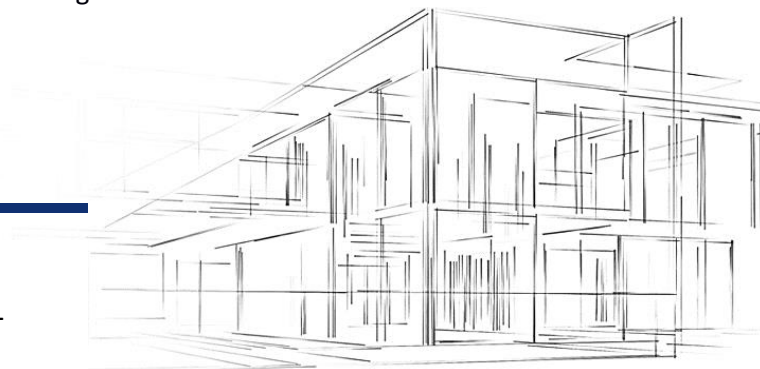
You should not "punch in" earlier than 15 minutes before your scheduled work time, nor "punch out" later than 15 minutes after your scheduled stopping time.

Should a need arise for you to leave the facility during your normal working hours, you should notify and receive authorization to do so from your supervisor.

Federal and State laws require the organization to keep accurate records of the hours you work. Your timekeeping record should be filled out daily. Any hours worked other than your normal work schedule must be approved by your supervisor.

Use the following guidelines for when to clock in and out when traveling.

- Clock in upon beginning work at the first job site of the day or the office if that is the first stop.
- Travel time from job site to job site during the course of the day is paid time.
- Clock out at the end of the last job at the last job site of the day or upon leaving the office at the end of the day.
- If the employee continues work at home, they may clock back in and out for the duration of the work performed.
- Employees should clock out for any meals or breaks longer than 20 minutes.



### **JDSfaulkner Testing Policy**

JDSfaulkner recognizes the importance of nurturing the professional development of all employees and has the following policies in place to support employees in their career growth.

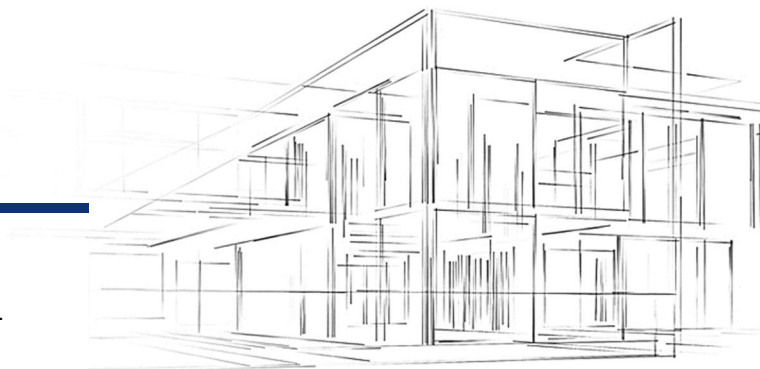
#### **Professional Engineer (“PE”) & Fundamentals of Engineering (“FE”) tests**

- Each employee is granted one additional paid day off for the purpose of sitting for the PE or FE exam. (One day off per certification)
- Upon passing an exam, JDSfaulkner will reimburse employees for fees for the following optional review courses:
  - NC State University - Professional Engineering Civil Engineering Review Course
  - NC State University - Fundamentals of Engineering Civil Discipline - Specific Review Course
  - See <https://itre.ncsu.edu/training/pe-fe/> for registration information
- Upon passing an exam, JDSfaulkner will reimburse employees for the cost of the PE exam and/or FE exam.
- Save receipts and send with a copy of successful test results for expense reimbursement through the standard processes.

#### **Other tests as required for certain roles**

- For exams less than 4 hours, those hours may be made up during the same week, so that no PTO needs to be used. (Example: Test for 4 hours on Monday morning, work 4 hours Monday afternoon, work 10 hours Tuesday, work 10 hours Wednesday)
- For exams exceeding 4 hours, managers should be consulted to discuss specific time off arrangements.
- The cost of the exam fee and a review course will be paid up front on behalf of employees. Department directors will be responsible for approval and payment of these costs.
- If the test is not successfully cleared on the first attempt, within 30 days of the receipt of test results, employees must register to re-take the test. If for some reason the employee chooses not to pursue the certification further, any fees paid up front must be repaid to JDSfaulkner.

Note: For any type of certification, if the employee leaves JDSfaulkner within 18 months of passing the test, any test or training program fees that were paid for by JDSfaulkner will be deducted from the employee’s final paycheck.



# Driving Safely and Maintaining Vehicles

The company has a standard operating procedure for vehicles, which is located in the Learning Center at:

<https://learning.carolina.engineering/additional-resources/>.

To access the Learning Center, you will need a password. If you do not know the password, please contact your supervisor.

## **Voicemail & Email Out of Office Notification Policy**

### **Standard voicemail greeting**

Hi, you've reached YOUR NAME at JDSfaulkner. Please leave a message and I will return your call as soon as possible. Thank you and have a great day!

### **Out of office (PTO, conferences, classes, testing etc.) voicemail greeting**

*Note: When you are unable to return a call the same day*

Hi, you've reached YOUR NAME at JDSfaulkner. I am currently out of the office and will be returning DAY/DATE. If you need immediate assistance, please contact MGR Name/Phone#. Thank you and have a great day!

### **Out of office email vacation responder (Officers & Directors)**

*Note! When you are unable to return an email the same day*

*If you are listed below and will be out of the office then replace your name with your 2<sup>nd</sup> in command:*

I am out of the office and will have limited access to email, phone, and voicemail (returning DAY/DATE). If you need immediate assistance, please see the contact information below. Any other urgent needs can be directed to the office at 919-480-1075. Thank you and have a great day!

\*Structural Engineering & Design: William Scudder / 919-750-3452

[wscudder@jdsfaulkner.com](mailto:wscudder@jdsfaulkner.com)

\*Field Engineering: Mark Hudson / 919-698-6888

[mhudson@jdsfaulkner.com](mailto:mhudson@jdsfaulkner.com)

\*CMT, Geotech & Retaining Wall Testing: Aaron Cain / 919-618-0559

[acain@jdsfaulkner.com](mailto:acain@jdsfaulkner.com)

\*Environmental Services: Ed Aguirre / 919-605-4435

[eaguirre@jdsfaulkner.com](mailto:eaguirre@jdsfaulkner.com)

\*Land Surveying Services: Billy DiGiacomo / 919-606-0689

[bdigiacomo@jdsfaulkner.com](mailto:bdigiacomo@jdsfaulkner.com)

\*Energy Services: Keith Beisner / 520-336-8672

[kbeisner@jdsfaulkner.com](mailto:kbeisner@jdsfaulkner.com)

### **Out of office email vacation responder (All Other JDSfaulkner employees)**

*Note! When you are unable to return an email the same day*

I am out of the office and will have limited access to email, phone, and voicemail (returning DAY/DATE). If you need immediate assistance, please contact MGR Name/Phone#. Any other urgent needs can be directed to the office at 919-480-1075. Thank you and have a great day!

