

# CAMBRIDGE REAL ESTATE SERVICES EMPLOYEE HANDBOOK UPDATED JULY 2017

#### **Welcome to Cambridge Real Estate Services**

If you have recently joined us, welcome! We are happy you have joined our team.

As an employee of Cambridge, you are very important and your contributions cannot be overstated. Your work and professional attitude directly influences the company's reputation. Our goal is to provide the finest-quality services to our clients and residents professionally, efficiently, and economically. By satisfying our clients and resident's needs, we ensure they will continue to do business with Cambridge and recommend us to others.

This handbook is designed to help you become acquainted with our company, it contains useful information regarding benefits, paid time off, paydays, time keeping, leave of absences, dress code, and more.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Jeff Passadore President

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#### **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing or emailed to your immediate supervisor and/or Human Resources.

#### Talk to Us

We encourage you to bring your questions or suggestions our attention. We will carefully consider each of these in our continuing effort to improve operations. If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. Your immediate supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with Human Resources. He or she will review the issues and meet with you to discuss possible solutions. Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the president. If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

# **Employee Relations**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

To maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We consider individual circumstances and the individual employee. We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

#### **Equal Employment Opportunity**

Cambridge is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to:

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- Actual or perceived gender;
- Age;
- Ancestry;
- Childbirth or related medical conditions, occurrences, or breast feeding;
- Citizenship status;

- Civil air patrol membership;
- Color:
- Creed:
- Credit check or credit history;
- Declining to attend a meeting or participate in communication about religious or political matters that are not required by law;
- Disability;
- Domestic partnership status;
- Gender identity or expression (including transgender);
- Genetic characteristics or information (private or public);
- Lawful conduct occurring during nonworking hours away from company premises;
- Marital status:
- Medical condition, including genetic characteristics;
- Mental disability;
- Military and veteran status including honorable discharge;
- National origin;
- Off duty tobacco usage;
- Physical disability including the results of an HIV and/or Hepatitis C test;
- Pregnancy or perceived pregnancy;
- Race:
- Religion;
- Religious creed;
- Requesting an accommodation to refrain from participating in specified acts (as identified in the Freedom
  of Conscience For Health Care Professionals Act) that are objectionable to an individual's religious
  observance or practice;
- Sensory;
- Service in the military forces, state or federal;
- Sex;
- Sexual orientation;
- Status with regard to public assistance;
- Uniform servicemember status;
- Use of a trained guide dog or service animal by a person with a disability;
- Victim of domestic violence, sexual assault, or stalking;
- or any other protected class under federal, state, or local law.

Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

You may discuss equal employment opportunity related questions with Human Resources or any other designated member of management.

#### **Pregnancy Accommodation**

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation. Each accommodation request will be addressed on a case-by-case basis during the interactive process with the employee.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your immediate supervisor.

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your immediate supervisor of the need for accommodation. Upon doing so, your immediate supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

#### **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility, E-Verify may be used.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

#### No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's

- Actual or perceived gender;
- Age;
- Childbirth or related medical conditions, occurrences, or breast feeding;
- Citizenship status;
- Civil air patrol membership;
- Color:
- Creed:
- Credit check or credit history;
- Declining to attend a meeting or participate in communication about religious or political matters that are not required by law;

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- Disability;
- Domestic partnership status;
- Gender identity or expression (including transgender);
- Genetic characteristics or information (private or public);
- Lawful conduct occurring during nonworking hours away from company premises;
- Marital status;

- Medical condition, including genetic characteristics;
- Mental disability;
- Military and veteran status including honorable discharge;
- National origin;
- Off duty tobacco usage;
- Physical disability including the results of an HIV and/or Hepatitis C test;
- Pregnancy or perceived pregnancy;
- Race:
- Religion;
- Religious creed;
- Requesting an accommodation to refrain from participating in specified acts (as identified in the Freedom
  of Conscience For Health Care Professionals Act) that are objectionable to an individual's religious
  observance or practice;
- Sensory;
- Service in the military forces, state or federal;
- Sex:
- Sexual orientation;
- Status with regard to public assistance;
- Uniform servicemember status;
- Use of a trained guide dog or service animal by a person with a disability;
- Victim of domestic violence, sexual assault, or stalking;
- or any other protected class under state, federal, or local law.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy. All employees and members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, clients and residents, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concerns that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below or contact the Human Resources Department:

Lisa Holtz at (503) 450-0230, 1107 NW 14th Avenue, Portland, OR 97209 or lholtz@cambridgeres.com.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints. You should report any actions that you believe may violate our policy no matter how slight the actions may seem. We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of

employees reporting suspected violations to the extent possible consistent with our investigation. You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

The prohibition against credit history discrimination does not apply to employers who are expressly permitted or required to consider credit history under federal or state law.

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

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#### **Employment Understanding (EU)**

Every new employee at Cambridge receives an Employment Understanding which is signed by the employee and is kept in their personnel file. The Employment Understanding contains employment details, for example, the property site an employee will be working at, pay, hire date, working hours, and benefit eligibility. A new EU is generated by our Payroll department whenever there is a change in employment status or the above-mentioned list.

#### **Categories of Employment**

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state laws.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification. All employees are non-exempt unless otherwise stated.

INTRODUCTORY PERIOD: Employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

The following terms will be used to describe the classification of non-exempt employees and their employment status:

- Full-Time Regular (Compensation Package A) Employees normally scheduled to work 30 40 hours per week. Full-Time Regular employees are eligible for medical, dental, vision, life insurance, Employee Assistance Program, Health Savings Account, Limited Flexible Spending Account, 401(k) retirement plan, and 80 hours of accrued annual paid leave.
- Part-Time Regular (Compensation Package C) Employees normally scheduled to work 20 29 hours per week. Part-Time Regular employees are eligible for the Employee Assistance Program, the 401(k) retirement plan and 40 hours of accrued annual paid leave.
- Half-Time Regular (Compensation Package D) Employees normally scheduled to work 1-19 hours per week. Half-Time Regular employees may be eligible for the 401(k), the Employee Assistance Program, and any state or federal sick leave accruals.
- Irregular/Seasonal (Compensation Package E) Employees who have varied hours from week to week or work only as needed. Irregular, on-call, or seasonal employees are eligible for any state or federal sick leave accruals, the Employee Assistance Program and may become eligible for the 401(k) plan.

The following terms will be used to describe the classification of exempt employees and their employment status:

Full-Time Regular (Compensation Package A) Employees normally scheduled to work 30 - 40 hours per week. Full-Time Regular Exempt employees are eligible for medical, dental, vision, life insurance, Employee Assistance Program, Health Savings Account, Limited Flexible Benefits Spending Account, 401(k) retirement plan, and 80 hours of accrued annual paid leave.

#### **Employee Status Changes**

When an employee changes his/her employment status or transfers locations within the company, eligibility or changes to the following may occur:

- Payroll and pay dates;
- Paid time off accruals;
- Health coverage;
- Holiday pay;
- FMLA / Leave of absence; and
- Bonus programs.

This policy may not include all possible changes that will occur if your employment status changes. Employees will be asked to sign a new EU when changes occur. All employees should review our employment policies or contact HR to discuss all changes before agreeing to update their employment status. If an employee is in a situation where they will miss a payday, a cash advance option and payback plan may be available.

#### **Anniversary Date**

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see your immediate supervisor.

#### **New Employee Orientation**

After reading this Employee Handbook please sign both acknowledgement pages and return one to your immediate supervisor. Your new hire paperwork will include personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify your immediate supervisor or the HR department as soon as possible to obtain a replacement copy.

#### **Record Keeping: Hours Worked**

Non-exempt employees must record their hours online and submit it electronically to their immediate supervisor for approval. If the electronic time keeping system is malfunctioning, paper time sheets may be required.

Promptly and accurately recording all of your time is required in order to stay in compliance with state and federal laws, and to be sure that you are properly paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. All time worked should be recorded and paid for, no exceptions allowed. Even if you work hours that were not approved, you must record them and get paid for them. Employees are not allowed to withhold, under-report, or over-report hours worked. Again, exceptions to this policy are not allowed.

Examples of other work-related time include, outside of normal scheduled hours:

- Opening and/or closing a public area and community amenities.
- Discussing a work-related issue with a resident or co-worker whether or not you are scheduled to be working.
- Monitoring emails during the weekends or when you are not scheduled to work (not recommended).
- Stopping by the office to pick up rent checks on a day off (not recommended).
- Texting, responding, or receiving a work related text when you are not scheduled to be working (not recommended).

The workweek for payroll purposes starts on Saturday at 12:01 a.m. and ends on Friday at 11:59 p.m. The workday is defined as 12:01 a.m. to 11:59 p.m.

In the event that any non-exempt employee is called on to respond to an after-hours emergency situation, then the employee will be paid at a minimum of two hours at his/her overtime rate, then in 15 minute increments thereafter. After-hours emergency calls are eligible for mileage reimbursement. Drive time should also be included on your time sheet for travel time to and from the after-hours event.

#### **Overtime**

# (California Employees)

There may be times when you will need to work overtime so that we may meet the needs of our clients and residents. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your immediate supervisor.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt, non-agricultural workers will be paid at a rate of time and one-half their regular rate of pay for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular rate of pay for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek. In accordance with state law, rest and recovery periods may count as hours worked. Only actual hours worked count toward computing weekly overtime. If you have any questions concerning overtime pay, check with Human Resources.

# Overtime (All Other Employees)

There may be times when you will need to work overtime so that we may meet the needs of our clients and residents. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your immediate supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law. Only actual hours worked count toward computing weekly overtime. If you have any questions concerning overtime pay, check with Human Resources.

#### **Payday**

Salaried employees are paid semimonthly on the 15th of the month and the last day of the month for the periods that end on the same days.

Salaried employees will be paid "real time" for that current pay period, while extras, overtime and bonuses will be paid with a one pay period lag. Apartment value is recorded on each paycheck for the current month for payment of employer taxes only. Actual rent credit is processed through the property accounting system.

Salaried Employees who start after the 10th or the 25th will have a one pay period lag for their first pay period only. When paid, they will be paid for a full period plus actual time worked after the 10th or the 25th.

California employees are paid current whereas Oregon, Washington and Idaho hourly employees will have a one pay period lag in the payment of wages including overtime, bonuses and paid time off. Apartment value is recorded on each paycheck for the current month for payment of employer taxes only. Actual rent credit is processed through the property accounting system.

When our payday is a holiday, you normally will be paid on the last working day before the holiday. If our payday is a Saturday or Sunday, you normally will be paid on Friday.

Paychecks are mailed from the Site Employee Resource Center the evening prior to payday. Paychecks are not available to be picked up in the Site Employee Resource Center. If an employee wishes to have their pay check or pay stub delivered to or picked up by a family member or friend, please contact the Payroll department.

Reminder, we encourage, but do not require, all our employees to use direct deposit. If a paycheck is lost or stolen, notify the Payroll Department immediately. Cambridge may ask the employee to wait three business days to see if the check arrives in the mail. If it does not, Cambridge will issue a replacement check to the employee only.

Please review every paycheck or paystub for errors. If you find a mistake, report it to Human Resources immediately. Human Resources will work with you in taking the steps necessary to correct the error.

# **Paycheck Deductions**

The company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub.

It is the policy of the company that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or

- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

Note: When an employee is required to live on-site for, the convenience of the owner and as a condition of employment, apartment value is considered a non-taxable benefit.

Cash compensation is subject to the normal tax rates and deductions as specified by state and federal law

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources Department.

#### **Garnishment**

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

#### **Direct Deposit**

To minimize payment issues, we encourage but do not require, direct deposit. You have the option of receiving your pay in a payroll check by mail or having your pay deposited into your bank account(s) through our direct deposit program. Please contact the Human Resources or Payroll Department with any questions.

#### **Draws**

Cambridge allows employees to receive a draw on earned wages once every six months. Draws are based only on earned wages and 25% will be deducted for estimated taxes.

#### **Bonus Programs**

Various bonus programs may be offered by the company on a discretionary basis and at owner's discretion to recognize employee contributions. Bonus Plan Summaries may be available for more details.

#### **Site Based Employee Housing**

In the event your occupancy at a specific property pre-dates your employment at that property, you understand that upon the execution of the EU, you and the company mutually agree to the cancellation of the existing rental or lease agreement and the substitution of the EU as the document establishing your rights as an occupant of the property. Your residency is predicated by the EU. You will not be authorized or required to sign a Rental Agreement.

Upon the termination of your employment, regardless of circumstances, subject to other written agreements including the in-place EU, the company reserves the right to request the immediate surrender of your apartment.

If an employee occupies an employee set aside unit on an income restricted property, special arrangements are required in case an employee is absent from work up to 3 weeks or more and does not have Paid Time Off (PTO) to cover rent. In such circumstances, employee will be asked to move to another similar unit (if available) and remit rent as other residents or to move off site.

If an employee resides on the property and is absent from work and does not have enough PTO to cover his/her rent then arrangements may be made by the employee with their supervisor to make their rent payment.

# **Job Descriptions**

Cambridge maintains a job description for each position in the company. The job description provides a summary of the essential duties and responsibilities of the position and may not include every task the employee will perform. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your positions job description, please see your immediate supervisor or the HR department.

#### **Performance Reviews**

Your performance is an essential contributor to your success at Cambridge. You may receive a verbal or written performance review periodically. Your immediate supervisor will review your job progress within our company and help you set new job performance goals and plans.

Our performance review program provides the basis for better understanding between you and your immediate supervisor, with respect to your job performance, potential, and development within the company.

# **Promotions and Transfers**

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with your immediate supervisor.

Job openings may be posted on the company Intranet or website. If you are interested in applying for one of these positions, notify your immediate supervisor and speak to the Human Resources Department.

#### **Employee Benefits**

Our company has developed a comprehensive set of employee benefit programs. Our benefits represent an additional value to our employees. Benefits are offered to employees after eligibility requirements are met.

This Employee Handbook describes the current benefit plans maintained by the company. Employee benefit packages are always under review and these are subject to changes at any time. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan, those documents are controlling. All benefits offered may not be listed in this handbook.

The company reserves the right to modify and/or change its benefits at any time. We will keep you informed of any changes.

#### **Holidays**

Cambridge observes the following holidays during the year:

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

If one of the above holidays falls on an employee's scheduled day off, the employee shall take another day off as the holiday within the same pay period.

Employees who work 20 or more hours per week per their Employment Understanding are eligible for paid holidays and will receive pay in accordance with the following:

- Package A, 30 40 hours per week per EU will be paid 8 hours of Holiday Pay
- Package C, 20 29 hours per week per EU will be paid 4 hours of Holiday Pay

To receive holiday pay, except for pre-approved paid time off, employees must work both the scheduled day prior and after a holiday. Employees on leaves of absence (including FMLA and Workers Comp) are not eligible for holiday pay. If your site or department is required to be open on a Company-defined Holiday you will receive the holiday pay as defined above in addition to your regular rate of pay for any hours worked on the Holiday.

In the event you are called on to respond to an after-hours emergency situation on a company-defined Holiday and your site is closed on this Holiday, you will be paid your regular Holiday hours, as defined above, as well as your hours actually worked to respond to the situation, at a minimum of two hours at overtime rate.

#### Paid Time Off (PTO)

Cambridge provides Paid Time Off (PTO) as one of the many ways in which it shows its appreciation for employees' loyalty and service. PTO can be used as vacation time, sick time or to take care of personal matters.

Paid time off is accrued each pay period at the rate shown in the below chart. New employees will begin accruing required sick leave hours under city or state law as of the first day of their employment. Employees not subject to any city or state sick leave law requiring immediate accrual will begin accruing PTO at the end of the first pay period. Upon discharge, eligible employees will be paid for accrued but unused PTO. Employees that receive only state or city sick leave hours will not be paid out those hours upon termination.

Time off requests are approved on a first come first served basis. When requesting time off, please follow the following guidelines:

- If requesting up to three days' time off, please submit your Paid Leave Request to your supervisor at least 5 business days in advance whenever possible.
- If requesting four to eight days' time off, please submit your Paid Leave Request to your supervisor at least 10 business days in advance whenever possible.
- Absences longer than eight scheduled work days require pre-approval thirty (30) days in advance whenever possible.

Except in the case of an emergency or an illness, a minimum of 24 hours advance notice is required for absences of one full day or less. Because such absences can be disruptive to the workplace, employees are encouraged to provide as much advance notice as possible.

In order to provide the greatest number of employees with an opportunity to utilize PTO during peak holiday periods, employees working in similar positions and at similar properties (or within the corporate office) shall be limited to either the day before or the day after a company-observed holiday as PTO, unless mutually agreed between Supervisor and Employee.

#### Table of PTO Accrual

Package A	PTO Accrual Rate	Annual Accrual Hours	Maximum Accrual Hours
0-1 year service	3.34 hours	80	120
1-5 years' service	3.67 hours	88	132
5+ years' service	5 hours	120	180
Package C	PTO Accrual Rate	Annual Accrual Hours	Maximum Accrual Hours
0-1 year service	1.67 hours	40	60
1-5 years' service	1.84 hours	44	66
5+ years' service	2.5 hours	60	90

However, because scheduling conflicts can occur, unused PTO can be carried over into the following anniversary year. The maximum PTO balance for each employee is equal to no more than 150% of the employee's annual accrual. Once the maximum balance is reached, employees will no longer accrue PTO until the balance falls below the maximum. See the Table of PTO Accrual above for maximum limits.

With Supervisor approval obtained in advance, PTO may be used in advance of actual accrual, to the limit of 33% of what will be earned in a twelve month period.

When employees request approved time off of 8 hours or more and there is an accumulated PTO balance, payroll will automatically deduct hours from this balance. Accumulated paid time off may not be saved or "banked" for future use. Employees on Package D or E will only accrue state or city required sick leave time, whenever applicable. This may be listed as vacation or PTO on your pay statements, but is not eligible for payout upon termination and is only classified as sick leave. Please see specific city laws to determine what is eligible.

PTO With Apartment Value: Special arrangements may be required when employees who are paid with partial or rent-free housing are absent from work. For those employees absent from work but who otherwise have accumulated PTO, PTO must be used at least to the extent that their rent credit requires.

With the manager's approval and if the schedule allows it, for those employees absent from work, but who have inadequate accumulations of PTO, the following guidelines shall apply.

For absences up to two (2) weeks, a substitute work schedule may be adopted during the course of the current and one subsequent pay period as the absence. The substitute work schedule will allow the absent employee to work required number of hours for rent credit noted in their Employment Understanding.

For absences greater than two (2) weeks, including absences covered by the any medical, state or federal leave, the employee shall be expected to remit on a timely (schedule consistent with rent-paying residents of the property) basis payment to the property for the value of the apartment they occupy.

# **Paid Sick Time** (California Employees)

An eligible employee who works in California for 30 or more days within a year from the commencement of employment for the company is entitled to paid sick leave as described below.

Eligible employees shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later. Eligible employees are entitled to use accrued paid sick days beginning on the 90th day of employment. The rate of pay shall be the employee's hourly wage. The actual dollar amount that you receive may vary according to your compensation plan.

Accrued paid sick leave may be used for:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
- For an employee who is a victim of domestic violence, sexual assault, or stalking: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child; to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or to participate in safety planning and take other actions increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

"Family members" include: spouses, registered domestic partners, grandparents, grandchildren, siblings, children, and parents as defined by state law. If the need to use paid sick leave is foreseeable, you must provide the company with reasonable advance notification. If the need to use paid sick leave is not foreseeable, please provide notice of your intent to paid sick leave. as soon practicable.

Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Accrued, but unused sick leave will not be paid out at the end of employment. If an employee is separated and rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days and

to accrue additional paid sick days upon rehiring unless the employee was paid out for all accrued and unused sick leave upon separation of employment.

This leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

# **Paid Sick Time** (Oregon Employees)

Employees who work in Oregon will accrue 1 hour of sick time for every 30 hours worked or 1-1/3 hours for every 40 hours worked.

"Sick time" means time during which an employee is permitted to be absent from work, not subject to any attendance policies, for a reason authorized by the sick time law without a reduction in benefits that the employee earns from the employer. Although employees immediately start accruing sick time, new employees are required to wait until their 91st calendar day of employment to use Oregon Sick Time. The maximum amount received per calendar year is 40 hours, and a maximum of 40 hours may be carried over into the next year.

Qualifying uses for Oregon Sick Time are:

- For an employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
- For care of a family member with a mental or physical illness, injury, or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or care of a family member who needs preventative medical care;
- To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of selfcare because of a mental or physical disability, completed within 12 months after birth or placement of the
- To care for a family member with a serious health condition;
- To recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position;
- To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care;
- To deal with the death of a family member by:
- Attending the funeral or alternative to a funeral of the family member; Making arrangements necessitated by the death of the family member; or
- Grieving the death of the family member.
- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;
- To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking;
- To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent;
- To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent;

- To donate accrued sick time to another employee if the other employee uses the donated sick time for an authorized purpose and the employer has a policy that allows an employee to donate sick time to a
- In the event of a public health emergency, including but not limited to:
- Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
- A determination by a lawful public health authority or a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize he health of others; or
- The exclusion of the employee from workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

# **PTO Payout Policy**

PTO Payout is available once per calendar year to non-exempt employees who have worked for Cambridge for a minimum of 12 consecutive months. Eligible employees accrue paid time off based on their EU hours, or average hours worked per week. If you are an employee who only accrues city or state sick leave, those hours are not eligible for the payout.

This payout will take place around November each year. Whenever possible, payouts will be included on one of your scheduled November paychecks; a separate check will not be issued.

Here are the guidelines for an employee to request PTO Payout:

- Payout can be requested through Human Resources using the PTO Payout Request Form.
- A minimum of 20 hours will be paid out.
- A maximum of 40 hours will be paid out.
- After deducting your requested payout hours a minimum balance of 40 hours must remain.
- Request forms must be submitted 2 weeks prior to November 15th or the designated due date.

Payout will be calculated at your current rate of pay and federal and state withholdings will apply and be deducted. Please contact Human Resources if you have any questions. Any exceptions to this policy will be determined by Human Resources and your supervisor.

#### **Medical / Health Insurance**

- Eligible employees may enroll in the following levels of health coverage:
- Employee only
- Employee plus spouse
- Employee plus domestic partner (same or opposite sex)
- Employee plus child or children
- Employee plus domestic partners child or children
- Employee plus family or domestic partner family

In most cases enrollment begins on the first of the month following sixty days of consecutive employment. Information and enrollment forms may be obtained from Human Resources.

Cambridge pays a portion of the employee only coverage; any additional dependents are paid 100% by the employee via payroll deduction. Participating employees will be covered under our life insurance package, dental coverage, employee assistance program, and vision coverage.

Refer to the actual plan document and summary plan description if you have specific questions regarding any of these benefit plans. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

#### **COBRA - Continuation Health Coverage Rights**

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this policy. After a qualifying event, COBRA continuation coverage will be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay COBRA continuation coverage at their own expense directly to the company or administrator of the coverage.

Employees will become a qualified beneficiary if they lose their coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

Your dependent children and spouse will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available? The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee or;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the payroll department.

How is COBRA continuation coverage provided? Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage: If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage: If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions: Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes. To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information: Payroll or HR Department @ (503) 450-0230.

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

Our company provides eligible employees with a 401(k) Qualified Retirement plan which can be a means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from Human Resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

#### **Bereavement Leave**

Full-time (package A) employees are eligible immediately upon hire for three paid days in the unfortunate event that they have a death in their family.

Family members include:

- Spouses
- Domestic Partners
- Parents or step parents
- Siblings or step siblings
- Children or step children
- Grandchildren or step grandchildren
- Grandparents or step grandparents
- Mother / Father in-law
- Brother / Sister in-law
- Members of your household

Requests for bereavement leave should be made to Human Resources as soon as possible.

# **Jury Duty**

If you are summoned for jury duty, give reasonable advance notice to Human Resources that you will need time off to serve. We reserve the right to request proof of jury service issued by the Court upon return. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Full time, package A employees summoned for jury duty are paid their normal rate of pay for up to three days. Thereafter, leave is unpaid.

Make arrangements with Human Resources as soon as you receive your summons. We expect you to return to your job if you are excused from jury duty during your regular working hours.

#### **Professional Development**

Our company believes in supporting the individual growth of its employees. To encourage employee development, our company offers a professional development reimbursement program to eligible employees who attend job-related seminars.

Approval from Human Resources must be received prior to registration for a seminar. Our company will pay up to \$500 in reimbursement every year for approved job-related seminars. In an effort to keep our company informed of new developments, we ask that you share any new information presented at the seminar with the rest of the staff.

#### Uniforms

The company provides Maintenance staff with uniforms, which generally includes: shirts, hats and jackets. Maintenance employees are eligible to receive reimbursement for Carhartt work pants or work boots at a maximum of \$100.00 per year.

Employees provided with company uniforms are reminded that when in uniform, working or not, their conduct reflects on the company. Uniforms are expected to be clean and presentable and free from rips, stains, or holes. Please contact your manager or HR if a replacement is needed. Employees are asked to refrain from wearing uniforms except while on duty.

All uniforms, accessories or name tags issued by our company must be returned upon leaving our company.

# **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (PTO) (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use paid time off (PTO). Military orders should be presented to Human Resources and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify Human Resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from Human Resources.

#### Federal Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid jobprotected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

#### **Employee Eligibility**

To be eligible for FMLA leave, you must:

- have worked at least 12 months for the company in the preceding seven years (limited exception apply to the seven-year requirement);
- have worked at least 1,250 hours for the company over the preceding 12 months; and
- currently work at a location where there are at least 50 employees within 75 miles.
- All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

#### Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

- birth of a child, or to care for a newly-born child (up to 12 weeks);
- placement of a child with the employee for adoption or foster care (up to 12 weeks);
- to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
- because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
- to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
- to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

#### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal

visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

#### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered servicemember, the company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

#### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

#### Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

#### Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

#### Notice and Medical Certification

When seeking FMLA leave, you are required to provide sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company's normal call-in procedures, absent unusual circumstances.

medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work;
- medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

#### Employer Responsibilities

To the extent required by law, the company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employee.

#### Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

#### Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in termination if you have no other company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

#### Other Employment

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

#### Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employer's Compliance with FMLA and Employee's Enforcement Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

#### Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Definitions**

A "covered servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the fiveyear period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition. For current service members, the term "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

#### Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **Qualifying Exigency Leave**

Eligible employees may take unpaid "Qualifying Exigency Leave" to tend to certain "exigencies" arising out of the duty under a call or order to active duty of a "military member" (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a "single 12-month period"). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
- Parental care. To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
- Mutually agreed leave. Other events that arise from the military member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

# **Voting Leave** (California Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. If you are scheduled to be at work during voting hours and you do not have sufficient time outside of working hours to vote at a statewide election, California law allows you to take up to two hours off to vote, without losing pay. You may take as much time as you need to vote, but only two hours of that time is required to be paid. Your time off for voting can be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift, unless you make another arrangement with your manager. If three working days before the election you think you will need time off to vote, you must notify your employer at least two working days prior to the election.

Notify your immediate supervisor and Human Resources of the need for voting leave as soon as possible.

# **Bone Marrow and Organ Donation Leave** (California Employees)

Employees are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Employees must be employed by the company for at least 90 days immediately preceding the commencement of leave and request leave in writing.

When available, the employee must utilize up to five business days of accrued but unused sick or paid time off for initial bone marrow donation leave and up to two weeks of accrued but unused sick or paid time off for initial organ donation leave.

Please provide Human Resources with written physician verification of the purpose and length of each leave.

Leave under this policy will not run concurrently with any leave taken pursuant to the Federal Family and Medical Leave Act or the California Family Rights Act.

For more information regarding this leave, please see Human Resources.

# **Family Military Leave** (California Employees)

An employee who works an average of 20 or more hours per week whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide Human Resources with notice of your intention to take leave within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. Employees taking family military leave must also provide the company with written documentation certifying their spouse will be on leave from deployment.

# **Volunteer Firefighter Leave** (California Employees)

Employees who serve as volunteer firefighters, reserve peace officers, or emergency rescue personnel (includes officers, employees, or members of a disaster medical response entity sponsored or requested by the state) may be eligible for unpaid leave up to 14 days per calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees who take leave should provide the company with a written statement from the chief of the employee's fire department verifying the time, date, and duration of the training.

# Civil Air Patrol Leave (California Employees)

An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

In order to qualify for leave under this policy, an employee volunteer member must be employed by the company for at least 90 days immediately preceding the commencement of leave. The employee must give the company as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the company.

The company may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The company reserves the right to deny the leave request if the employee fails to provide the required certification.

Upon expiration of the leave, the company will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

Employees may substitute accrued PTO for unpaid leave, but are not required to exhaust accrued leave prior to taking leave under this policy.

# Witness Leave (California and Washington Employees)

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify Human Resources of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# Witness Leave (All Other Employees)

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify Human Resources of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# **Domestic Violence Leave** (California Employees)

The company will not discriminate against employees who are victims of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child.

The company will also not discriminate against an employee who is a victim of domestic violence, sexual assault or stalking for taking time off from work to seek medical attention for injuries caused by such domestic violence, sexual assault or stalking, to obtain services from a related support program, to obtain psychological counseling, or to participate in actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Affected employees must give the company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the company will take no action against affected employees if, within a reasonable time after the appearance, they provide the company with documentary evidence that their absence was required for any of the above reasons.

This leave will be unpaid. However, affected employees may use PTO, personal leave or other accrued time off (if available).

# School Visitation Leave (California Employees)

If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to Human Resources of the need for time off.

Employees who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child's school or child care provider unless employed at a worksite with less than 25 employees. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# Victims of Felony Crimes Leave (California Employees)

The company will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued PTO, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide the company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# **State Disability Insurance** (California Employees)

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

# **Family Leave Insurance** (California Employees)

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling or parent-in-law.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to the California Family Rights Act, the Federal Family and Medical Leave Act or any company provided leave.

# **Pregnancy Disability Leave** (California Employees)

Female employees are eligible for an unpaid leave of absence up to four (4) months (i.e. the working days you would normally work in one-third of a year or 17 1/3 weeks, unless your hours vary from month to month in which case the company will use a monthly four month average of the hours worked prior to commencing leave) for disabilities relating to pregnancy, childbirth or related medical conditions per pregnancy.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the company of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the company at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees who choose not to return from leave may be required to refund premium payments made by the company on their behalf, when permitted by state law.

Leave under this policy may run concurrently with leave afforded under the Family and Medical Leave Act (FMLA), but will not run concurrently with leave provided under the California Family Rights Act (CFRA).

# **Family and Medical Leave** (California Employees)

#### The Leave Policy

Under the California Family Rights Act (CFRA) an eligible employee is entitled to up to 12 weeks of unpaid family/medical leave within any 12-month period. The total amount of leave taken is 12 workweeks in a 12-month period, unless you are qualified for additional time for a disability due to pregnancy, childbirth or related medical condition. In that event, you may be eligible for up to four months of leave under the pregnancy leave policy and eligible for an additional 12 weeks under this policy. The 12-month period begins with the first day leave is taken under the appropriate law. At the end of the leave, you will be restored to the same or an equivalent position upon your return from leave, provided you satisfy certain requirements described below. With the exception of a covered pregnancy disability leave, at the end of the leave, you will be restored to the same or an equivalent position upon your return from leave. Upon the return from a covered pregnancy disability leave, you will be restored to the same position, or subject to business requirements that may exist, an available similar position.

This leave does not run concurrently with leave provided under the California Pregnancy Disability Act. However, this leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

#### Eligible Employees

To be eligible for a leave under CFRA you must:

- Have worked for the company for a total of at least 12 months, and for at least 1,250 hours in the last 12 months: and
- Be employed at a worksite that has 50 or more employees within 75 miles.

#### Reasons For Leave

You may take family/medical leave for any of the following reasons:

- Birth of a child of an employee or the employee's registered domestic partner, or to care for a newly born child; or
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care; or
- To care for an immediate family member (spouse, registered domestic partner, child, registered domestic partner's child, or employee's parent) with a serious health condition; or
- An employee's serious health condition that makes the employee unable to perform the functions of the employee's job.

Under CFRA if both parents are employed by the company, and leave is taken for the birth, placement or adoption of a child their combined leave is limited to 12 weeks. A leave for the birth, placement or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. Under the CFRA, leave for your own serious health condition does not include a disability caused by pregnancy, childbirth or related medical condition since this is covered by a separate state law. See California's Pregnancy Disability Leave policy which provides:

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Pregnancy Disability Leave can be up to four months for continued disability due to pregnancy.

The employee requesting pregnancy leave is entitled to take the leave at any time after the commencement of employment without any waiting.

The employee returning from pregnancy leave is entitled to return to her same job position, unless that position no longer exists due to operational necessity.

If the employee's pregnancy disability period exceeds four months, the employee may take additional leave in the form of family leave, as described and limited herein.

### No Work While on Leave

Taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

### Local Family and Medical Leave Laws

Where local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

### Notice To Employer of Leave

If your need for family/medical leave is foreseeable, give the company at least 30 days' prior written notice. When the need is not foreseeable, notify the company within one or two business days of learning of your need for leave, except in extraordinary circumstances. If you do not provide this notice, your leave may be delayed. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the company's operations.

Request forms for family/medical leave are available from Human Resources. You must use this form when requesting a leave.

## Medical Certification for a Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from Human Resources. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The company, at its expense, may require an examination by a second health care provider designated by the company, if it has a good faith, objective reason to doubt the medical certification you initially provide (only for the employee's own serious health condition). If the second health care provider's opinion conflicts with the original medical certification, the company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The company may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

## Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, you may be required to contact the company on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change are extended or initially were unknown.

#### Leave Is Unpaid

Family/medical leave is unpaid leave. If you request leave because of the birth, adoption or foster care placement of a child, or to care for a covered relation with a serious health condition, any accrued PTO, personal or family leave, if applicable, will be substituted for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued PTO, personal or family leave or medical/sick leave, if applicable, will be substituted for any unpaid family/medical leave. The substitution of paid time for unpaid family/medical leave time does not extend the length of the leave provided by the law. Also, your family/medical leave may run concurrently with other types of leave.

Employees on a medical leave may also receive pay from short-term or long-term disability payments, or workers' compensation benefits, if applicable, according to the terms of those plans. The fact that an employee may receive compensation under these plans does not extend the length of the family/medical leave provided by the law.

### Medical and Other Benefits

During an approved family/medical leave, the company will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

If paid leave is substituted for unpaid family/medical leave, the company will deduct your portion of the health plan premium as a regular payroll deduction.

If your leave is unpaid, you must pay your portion of the premium by making arrangements with Human Resources.

Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse the company for the cost of the premiums paid by the company for maintaining coverage during your unpaid leave, unless you cannot return to work due to a serious health condition or because of other circumstances beyond your control.

### Exemption for Key Employees

Certain key employees may not be returned to their former or equivalent position following a leave if doing so would cause substantial economic injury to the company. Key employees are paid on a salary basis and are among the highest paid ten percent of employees at a worksite or within 75 miles of that work site. The company will notify you if you qualify as a key employee, if the company intends to deny reinstatement and of your rights in such instances.

### Intermittent and Reduced Schedule Leave

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If your leave is unpaid, the company will adjust your salary based on the amount of time actually worked. Also, while you are on an intermittent or reduced schedule leave, the company may temporarily transfer you to an available alternate position that better accommodates your intermittent or reduced leave and that has equivalent pay and benefits.

#### At The End of Your Leave

If your leave is because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are able to resume work prior to your return. Before you return, obtain a return-to-work medical certification form from Human Resources. An employee who fails to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

# Rehabilitation Leave (California Employees)

Our company is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the company. In general, it is your responsibility to notify Human Resources of the need for accommodation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The company shall take reasonable steps to safeguard the privacy of any employee as to the fact that he or she has enrolled in an alcohol or drug rehabilitation program.

This policy does not prevent the company from refusing to hire or disciplining, up to and including discharge, an employee who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

# **Veterans Day Leave** (Oregon Employees)

The company will provide unpaid Veterans Day leave to an employee who is an eligible veteran if the employee would otherwise be required to work on Veterans Day and the employee provides the company with:

At least 21 calendar days' notice that the employee intends to take time off for Veterans Day; and documents showing that the employee is a veteran as defined by state law

The company will notify the employee at least 14 calendar days prior to Veteran's Day if their leave request is approved and whether the leave will be paid or unpaid.

If the company cannot provide leave to a qualified employee on Veterans Day because it would cause significant economic or operational disruption, or undue hardship, it will allow the employee to choose, with company approval, a single day off within the year after the Veterans Day on which the employee will be given time off from work in recognition of their service.

# Family Military Leave (Oregon Employees)

During a period of military conflict, an eligible employee who is a spouse of a member of the Armed Forces of the United States, the National Guard or the military reserve forces of the United States who has been notified of an impending call or order to active duty or who has been deployed is entitled to a total of 14 days of unpaid leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment and when the military spouse is on leave from deployment.

An employee who takes leave is entitled to be restored to a position of employment and to the continuation of benefits as provided under state law.

An employee who intends to take leave must provide the company with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

An employee who takes leave may elect to substitute any accrued leave for all or part of the leave.

To be eligible for family military leave, employees must work an average of 20 hours or more per week.

This leave may run concurrently with leave under the Oregon Family Leave Act (OFLA) and/or the Family and Medical Leave Act for qualifying exigency.

# Disaster and Emergency Services Leave (Oregon Employees)

The company will grant an unpaid leave of absence upon request of an employee who is a search and rescue volunteer accepted to participate in search and rescue activities by the sheriff. Such leave will continue until release from the search and rescue activities permits the employee to resume the duties of employment.

Employees taking leave under this policy are not subject to removal or discharge from their position as a consequence of the leave of absence.

Upon the conclusion of a leave of absence under this policy, the company will restore you to the same position or an equivalent position without loss of seniority, PTO credits, sick leave credits, service credits under a pension plan or any other employee benefit or right that had been earned at the time of the leave of absence. For more information regarding this leave, please see Human Resources.

# Juvenile Court Attendance Leave (Oregon Employees)

Employees are given the necessary time off without pay to attend juvenile court proceedings involving their child or a child for whom they are the legal guardian. We ask that you notify Human Resources of the need to take leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# **Bone Marrow Donation Leave** (Oregon Employees)

Employees who work an average of 20 or more hours per week and have accrued but unused paid time off may use up to 40 hours of this time to donate bone marrow or to be screened as a possible donor.

Please provide your supervisor with written physician verification of the purpose and length of each leave.

For more information regarding this leave, please see your supervisor.

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# Domestic Violence Leave (Oregon Employees)

Employees who are the victims of domestic violence, harassment, sexual assault or stalking, or who is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking, shall be permitted to take a reasonable amount of unpaid leave during any 12-month period.

Leave taken under this policy must be used to: (1) To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking. (2) To seek medical treatment for or to recover from injuries caused by domestic violence, harassment, or sexual assault to or stalking of the eligible employee or the employee's minor child or dependent. (3) To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking. (4) To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent. (5) To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

Affected employees must give the company reasonable advance notice, of at least two days, of their intention to take leave for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances where it is not practicable to do so. In such a case, the company will take no action against affected employees if, within a reasonable time after the absence, they provide the company with documentary evidence that their absence was required for any of the above reasons.

The company will hold the information that employees provided to the company in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

Affected employees may elect to use accrued paid or unpaid leave (including family, medical, sick, annual, personal or similar leave) for an equivalent period of leave provided under this policy. This leave does not create a right for employees to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to unpaid leave time permitted by other state or federal leave laws. Leave under this policy may run concurrently with leave taken in accordance with the Oregon Family Leave Act and/or FMLA if applicable.

Additionally, our company is committed to providing equal employment opportunities to qualified individuals who are victims of domestic violence, harassment, sexual assault, or stalking. This may include providing a reasonable safety accommodation where appropriate in order for an otherwise qualified individual to maintain employment while addressing these issues. A reasonable safety accommodation, may include but is not limited to the following: a transfer, reassignment, modified schedule, unpaid leave from employment, changed work telephone number, changed work station, installed lock, implemented safety procedure or any other adjustment to a job structure, workplace facility or work requirement in response to actual or threatened domestic violence, harassment, sexual assault or stalking; provided the reasonable accommodation does not impose an undue hardship on the company.

It is your responsibility to notify Human Resources of the need for a safety accommodation. Upon doing so, Human Resources may ask you for your input or the type of accommodation you believe may be necessary. You must submit certification of your need for a safety accommodation; such as a copy of a police report or protective order. When appropriate, we may need your permission to obtain additional information from those professionals assisting you in these matters.

# **Victims of Crime Leave** (Oregon Employees)

The company will grant reasonable and necessary leave from work without pay, to employees when the employee or the employee's spouse, domestic partner, father, mother, sibling, child, stepchild or grandparent is a victim of a crime to attend or participate in legal proceedings pertaining to the crime. To be eligible for leave, employees must have worked an average of 25 or more hours per week for at least 180 days before requesting such leave.

Employees seeking leave under this policy may elect (or may be required by the company) to use accrued paid vacation, personal leave and/or sick time in lieu of unpaid leave.

Affected employees must provide the company with reasonable advance notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# **Family and Medical Leave** (Oregon Employees, OFLA)

### Leave Policy

Eligible employees may take up to 12 weeks of unpaid family leave (including parental leave) within a 12-month period and be restored to the same or an equivalent position upon return to work, consistent with state and federal law.

This leave may run concurrently with the Federal Family and Medical leave Act and/or any other leave where permitted by state and federal law.

In the case of bereavement leave, eligible employees may use up to two weeks of unpaid family leave, within a 12month period per death of a family member. This time is not provided in addition to the 12 weeks discussed above. Bereavement leave must be completed within 60 days of the date on which the employee receives notice of the death of the family member.

Eligible employees may take family and medical leave for any of the following reasons:

- To care for an infant, newly adopted or newly placed foster child under 18 years of age or a newly adopted or newly placed foster child older than 18 years of age who is incapable of self care because of a physical or mental impairment. Any leave due to the birth and care or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within 12 months of the date of birth or placement of the child.
- To care for an "immediate" family member (spouse, child, parent, parent-in-law, same sex domestic partner, grandparent, or grandchild, or same-sex domestic partner's parent or child) with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders you unable to perform any essential function of your position. This includes any pregnancy-related disability or a period of absence for prenatal care.

- To care for a child who is suffering from an illness or injury that requires home care but is not a serious health condition ("sick child leave") and there is no other family member available to care for the child.
- To deal with the death of a family member (spouse, child, parent, parent-in-law, same sex domestic partner, grandparent, or grandchild, or same-sex domestic partner's parent or child) by:
  - Attending the funeral or alternative to a funeral of the family member;
  - Making arrangements necessitated by the death of the family member; or
  - Grieving the death of the family member.

## Eligibility for family and medical leave is as follows:

To care for newborn, newly adopted or newly placed foster child, an employee who has worked for the company for at least 180 days immediately preceding the date on which the leave begins will be eligible for such leave; or

For all other purposes, an employee who has worked for the company an average of at least 25 hours each week for the 180 days immediately preceding the date on which leave begins will be eligible for such leave.

A female employee who takes leave because of a pregnancy-related disability, may take up to an additional 12 weeks for any other purposes permitted under this policy. A female employee who has been granted Oregon Family Leave Act (OFLA) pregnancy disability leave need not re-qualify for an additional 12 weeks of leave within the same leave year for any OFLA leave purpose. Employees using leave to care for a newborn or newly adopted or newly placed foster child ("parental leave") may be entitled to an additional 12 weeks of leave to take care of a child with a non-serious health condition ("sick child leave") requiring home care. Employees who take less than 12 weeks of parental leave are entitled to the balance of the 12 weeks for any other family leave purpose.

A male employee may take up to 24 weeks of OFLA in one year only when he takes 12 weeks of parental leave, followed by 12 weeks of sick child leave.

If you request leave because of a birth, adoption, or foster care placement of a child or to care for a covered relation with a serious health condition, any accrued PTO and/or personal days must be used first as part of your family leave. You may also use any accrued paid sick leave as part of your family leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Also, your leave may run concurrently with other types of leave.

If you request leave because of your own serious health condition, any accrued PTO and/or personal days must be used first as part of your medical leave. You may also use any accrued paid sick leave as part of your medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Also, your leave may run concurrently with other types of leave.

If the employee is provided group health insurance, the company will maintain the employee's insurance benefits during leave on the same terms as if the employee had continued to work. The company will also maintain any family member coverage provided to the employee during the leave. You may be required to continue paying your share of premiums during this leave. If the company pays any share of your premiums during the leave, the company may recover these payments through limited deductions from your paycheck.

When two family members work for the same employer, the employees may not take family leave at the same time unless:

- One employee needs to care for the other employee who is suffering from a serious health condition; or
- One employee needs to care for a child who has a serious health condition while the other employee is also suffering from a serious health condition.

You must complete the appropriate family leave forms. These forms are available from Human Resources.

If your need for family leave is foreseeable, you must give 30 days' prior written notice. If this is not possible, you must give notice to Human Resources as soon as practical (within 24 hours of commencement of the leave). Failure to provide such notice may be grounds for delay of leave. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting the company's operations.

#### Medical Certification for a Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. The company will pay the cost of the medical verification not covered by insurance or other benefit plan when required by state law. Obtain a medical certification form from Human Resources. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The company, at its expense, may require an examination by a second health care provider designated by the company, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The company may require subsequent medical recertification. Failure to provide requested certification within 15 days if such is practical, may result in delay of further leave until it is provided.

The above procedure does not apply to sick child leave. In the event an employee has taken more than three days in a one-year period for sick child leave, the employer may require medical certification at no cost to the employee. The opinion of the health care provider shall be binding.

#### Tracking Your Leave

The 12-month period in which 12 weeks of leave may be taken is a rolling backward 12-month period from the date an employee uses any leave.

## Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, you should contact Human Resources on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as is practical (within two business days if feasible) if the dates of leave change, are extended or initially were unknown. An employee on any type of OFLA leave who needs more time than originally authorized must provide reasonable notice of the need for additional time off prior to end of the authorized period. If you fail to provide such notice or the information provided does not support OFLA qualification, the additional leave will be considered unauthorized.

## Returning to Work

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you must provide medical certification that you are able to resume work before you return.

Obtain return-to-work medical certification forms from Human Resources.

Employees failing to complete the return-to-work medical certification form will not be permitted to resume work until it is provided.

#### Extended Leave for Serious Health Condition

Leaves taken because of your own serious health condition may be extended on a month-to-month basis for a maximum of an additional six months upon: (1) Written request to the company; (2) proof that the serious health condition has continued; and (3) approval by the company (which is subject to its business needs). If you do not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate documentation, you will be deemed to have voluntarily terminated your employment with the company. If you request an extension of your leave beyond the initial 12-week period, you must submit medical certification of your continued serious health condition in advance for each month that the leave is extended. Reinstatement is not guaranteed on an extended leave and will depend on company needs.

#### No Work While on Leave

Taking of another job while on family or medical leave or any other leave may lead to disciplinary action, up to and including discharge.

### Local Family and Medical Leave Law

Where local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

# **Temporary Disability Leave** (Washington Employees)

Employees are eligible for a reasonable amount of an unpaid temporary disability leave due to short-term nonoccupational illness, injury or pregnancy-related medical conditions. This includes, but is not limited to, pregnancy, the potential to become pregnant and related conditions, such as miscarriages, pregnancy termination, and other complications.

When required, this leave will run concurrently with leave provided under the Federal and state family and medical leave laws. The company will follow the requirements set forth in those policies, including but not limited to, requirements for maintenance of health benefits and returns to work.

Employees requesting leave under this policy must provide written notice of the need for leave, and provide a doctor's certificate stating the nature of the condition requiring leave and the anticipated return to work date. The company will not seek genetic information in connection with requests for temporary disability leave. All medical information received by the company in connection with a request for leave under this policy will be treated as confidential.

To the extent allowed by the insurance contract and applicable laws, we will continue to provide medical coverage for employees on authorized temporary disability leave for the first month of leave. During this time you will be responsible for paying your portion of the monthly premium(s). When the above period expires, you may continue your medical coverage by making arrangements with Human Resources to pay the entire monthly premium in advance each month.

One-week prior to the expiration of your requested leave period, you must notify us in writing whether you are able to return to work. If you are able to return to work, you must provide a doctor's certificate stating that you are able to return to your regular, essential job duties. If you are unable to return to work, you must provide a doctor's certificate providing an updated anticipated return to work date. The amount of leave permitted under this policy is subject to the business needs of the company.

We will return you to the same or similar position you held prior to the temporary disability leave, subject to our staffing and business requirements. Failure to timely contact the company prior to the expiration of leave requested by your physician or failure to return from leave upon the expiration date, may be deemed a voluntary discharge of your employment.

You may use accrued, but unused paid PTO in lieu of unpaid leave. The company may require you to use accrued paid leave before taking unpaid time off. You may use accrued, but unused paid (sick leave, vacation, PTO) in lieu of unpaid leave. The company may require you to use accrued paid leave before taking unpaid time off.

# Family Military Leave (Washington Employees)

An employee who performs an average of 20 or more hours per week and who is the spouse or registered domestic partner of a member of the U.S. Armed Forces, National Guard or Reserves, is eligible for unpaid leave during a period of military conflict. Eligible employees are entitled to 15 days of leave per deployment after the spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave for deployment.

Employees must provide the company with advance notice of their intent to take leave, within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

Employees may choose to substitute accrued leave for unpaid leave provided under this policy.

# **Emergency Volunteer Leave** (Washington Employees)

An employee who serves as a volunteer firefighter, reserve officer, or civil air patrol member engaged in an emergency service operation is permitted unpaid leave when responding to, working at, or returning from a fire alarm or an emergency call, but not participating in training or other nonemergency activities.

The employee must make every effort to notify the company that (s)he may be absent from work due to being dispatched to an emergency. If notification is not possible, the employee may be asked to provide the company with a written explanation of the absence due to emergency from the chief of the volunteer fire department.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# Victims of Crime Leave (Washington Employees)

The company will allow employees who are victims of domestic violence, sexual assault, or stalking or have immediate family members who are the victims of such crimes to take a reasonable amount of unpaid leave to:

Obtain legal assistance or remedies to ensure their own or their family members' health and safety, including preparation for or participation in legal proceedings;

Seek medical treatment or mental health counseling for related physical or mental injuries to themselves or their family members;

Obtain or assist family members in obtaining services from a domestic violence shelter, rape crisis center, or social services program for relief from domestic violence, sexual assault or stalking; or

Participate in safety planning or other activities, including temporary or permanent relocation, to guard against future incidents of domestic violence, sexual assault, or stalking.

Covered family members include employees' children, spouse, state registered domestic partner, parents, parents-inlaw, grandparents, or persons with whom employees have a dating relationship.

Covered employees may substitute accrued paid time off for unpaid leave time.

Employees may take leave intermittently as a reduced work schedule, or in a single block of time. The employee must provide advance notice of his or her need to take crime victim leave. If advance notice is impossible, the employee must notify the company of the need for leave no later than the end of the first day of leave. The employee must abide by the company's policies that require advance notice of need to take leave.

The company may require verification of the employee's need to take crime victim leave; this will not include information that might compromise the employee's safety or the safety of their family members. The employee must provide such verification to the company in a timely manner; if advance notice of need to take crime victim leave is impossible, the employee must provide such verification to the company within a reasonable time period during or after leave.

The company will keep all information provided by an employee concerning crime victim leave confidential, including the employee's request and approval for leave and verification documentation for leave. The company will only disclose such information if requested or consented to by the employee, ordered by a court or administrative agency, or otherwise required by state or federal law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

# Family Care Leave (Washington Employees)

Pursuant to the Washington State Family Care Act, all employees who are eligible for paid sick leave or other paid time off, including time allowed under certain disability policies, may use the time for family care leave. Family care leave may be used to care for a child with a health condition that requires supervision or treatment, or a spouse, registered domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

Employees taking family care leave can use any earned leave provided for sickness, PTO or personal holidays. The amount of leave is limited to actually earned leave or time off; employees cannot take advances on their paid sick leave or time off benefits to use for family care.

# **Family and Medical Leave** (Washington Employees)

Pursuant to the Washington State Family Leave Act, employees who have been employed with the company for at least 12 months and have worked a total of at least 1250 hours in the preceding year are eligible for up to 12 weeks of unpaid leave within 12 months for the following purposes:

- Because of the birth of a child of the employee and in order to care for the child; or
- Because of the placement of a child with the employee for adoption or foster care; or
- In order to care for a family member of the employee (child, parent, spouse or registered domestic partner), if the family member has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform the functions of his/her position.

If your need for Family and Medical Leave is foreseeable, you must give 30 days' prior written notice. If this is not possible, you must give notice to Human Resources as soon as practical, but at least within one working day of the event.

Certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten percent of employees or up to ten percent of workforce designated as key personnel.

The substitution of paid leave time for unpaid leave time is permitted but does not extend the 12-week leave period.

This leave runs concurrently with the federal Family Medical Leave Act (FMLA), but this and FMLA leave shall be in addition to any leave because of childbirth or illness during pregnancy under this policy.

Upon completion of your leave, you are entitled the same position or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment at a workplace within 20 miles of your previous workplace.

For further details regarding requirements, please see Human Resources.

# **Voting Leave** (All Other Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee, whose work schedule does not provide him/her with two hours to vote while polls are open, will be granted up to two unpaid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your immediate supervisor and Human Resources of the need for voting leave as soon as possible.

### **State and Federal Leaves**

Cambridge will follow the law in regards to any federal or state leave of absence. All state and federal leaves that are available may not be listed in this handbook. Please visit your state or federal department of labor website for a full list of regulations or contact the HR department.

## Workers' Compensation / Work Related Injury

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your immediate supervisor and Human Resources. The employee (or someone who is caring for the employee) will be required to fill out paperwork related to the injury. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident. Exceptions to this policy are not allowed.

## **Confidentiality**

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling owner, resident, and employee matters. This policy applies to all forms of communication including, phone, email, verbal, fax, scan and any other way information can be shared.

To maintain this professional confidence, no employee shall disclose owner, resident, or employee information to outsiders, including other owners, residents, coworkers, third parties, and members of one's own family.

Questions concerning owner and resident confidentiality may be addressed with your immediate supervisor.

# Social Security Number Privacy and Protection of Personal Information (All Other Employees)

To ensure to the extent practicable the confidentiality of our employees', applicants', clients', and residents' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee, applicant, client, or resident except in accordance with company policy. The release of SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include SSNs and personal information will be maintained in accordance with federal and state laws.

Any documents that include SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a "cyberscrub" program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and the company's operating procedures, please contact your immediate supervisor.

# **Wage Disclosure Protection** (California Employees)

The company, consistent with California law, does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee's wages or the wages of another employee.

The company will not take an adverse employment action or retaliate against an employee for discussing his or her wages. The company will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or an employee to disclose wages in response to an inquiry by another employee.

# **Wage Disclosure Protection** (Oregon Employees)

The company, consistent with Oregon law, will not take an adverse employment action or retaliate against an employee for inquiring about, discussing or disclosing in any manner the employee's wages or the wages of another employee.

The company will not take an adverse employment action or retaliate against an employee for making a charge, filing a complaint or instituting an investigation, proceeding, hearing or action based on the disclosure of wage information by the employee.

This policy does not apply to an employee who has access to wage information of employees as part of the employee's job and who discloses the wages of employees to individuals not authorized to have access to the information, unless the disclosure is in response to a charge or complaint or is in furtherance of an investigation, proceeding, hearing or action.

# Certification, Licensing and Other Requirements

You will be informed by your immediate supervisor if there are any licensing, certifications or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

## **Driver's License/Driving Record**

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your immediate supervisor immediately. Violations of this policy may result in immediate termination of your employment.

## **Travel to Company Events**

If a Cambridge sponsored event is scheduled to begin at 9:00 a.m. or earlier and/or expected to end at 5:00 p.m. or later and the employee must travel more than 65 miles from their property to attend, Cambridge may provide accommodations for the night prior and/or the night of the training. Cambridge also reimburses for mileage driven to company events. Consult your property supervisor for approval and assistance with arrangements. Please note that the 65 mile radius is a general guideline to help with accommodation arrangements.

## **Work Travel Mileage Reimbursement**

Every year Cambridge reviews the IRS mileage reimbursement standard and makes changes to its mileage reimbursement rates accordingly. Employees are responsible for properly and promptly submitting their mileage reimbursement.

### **Business Hours**

Because of the nature of our business, your work schedule may vary depending on your job. Generally, normal site office hours are 8:00 a.m. to 6:00 p.m. Some sites have weekend hours and/or winter hours. Check with your immediate supervisor if you have questions about your hours of work.

## **Attendance and Punctuality**

Attendance and punctuality are very important factors when it comes to your job. You are expected to be on time for your scheduled work day. If for any reason you are unable to report for work at your scheduled time, you are expected to notify your supervisor before the start of you shift so that arrangements can be made to cover your responsibilities.

More than three (3) absences or six (6) episodes of tardiness in a six (6) month period are unacceptable (unless on a federal or state protected leave) and may result in disciplinary action up to and including termination.

Cambridge reserves the right to request a doctor's certification for any absence from work.

Unless there is an emergency, relatives and friends are not to call on behalf of the employee.

Personal issues/errands requiring time away from work, such as doctor appointments or other matters, should be scheduled during your non-working hours if possible.

If you are absent from two consecutive days without any notification to the company, it is determined that you have abandoned your position voluntarily and you will be removed from the payroll. In addition, 2 separate occurrences of "no-call no-show" behaviors are also grounds for termination. In these type of events, efforts will be made to contact the employee or the employees emergency contact.

# **Meal Time** (California Employees)

Except for certain exempt employees, all employees who work five or more hours in a day are required to take an uninterrupted 30-minute unpaid duty-free meal period to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the company, employees must record the beginning and ending time of their meal period in the

timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes.

The company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

No company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period to their immediate supervisor.

### Waiver of Meal Period

Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to your Immediate Supervisor for clarification on whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from your Immediate Supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

### On Duty Meal Period

In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and the company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

# **Meal Time** (Oregon Employees)

The purpose of this rule is to prescribe minimum meal periods and rest periods for the preservation of the health of employees. Every employer shall provide to each employee, for each work period of not less than six or more than eight hours, a meal period of not less than 30 continuous minutes during which the employee is relieved of all duties.

If an employee is not relieved of all duties for 30 continuous minutes during the meal period, the employer must pay the employee for the entire 30-minute meal period. An employer is not required to provide a meal period to an employee for a work period of less than six hours. When an employee's work period is more than eight hours, the employer shall provide the employee with another 30-minute meal period later in the shift.

Timing of the meal period: If the work period is seven hours or less, the meal period is to be taken after the conclusion of the second hour worked and completed prior to the commencement of the fifth hour worked. If the work period is more than seven hours, the meal period is to be taken after the conclusion of the third hour worked and completed prior to the commencement of the sixth hour worked.

# Meal Time (All Other Employees)

A 30-minute, unpaid meal break should be taken each day. Your immediate supervisor is responsible for approving the scheduling of this time.

Please speak to your immediate supervisor for additional information.

# Rest and Recovery Periods (California Employees)

Employees will receive one 10-minute paid break for every four hours worked (or major fraction thereof). Rest and recovery periods will occur as close to the middle of a four-hour work period as is practical. This time must be approved by your immediate supervisor each day.

Rest and recovery periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. However, no supervisor is authorized or allowed to instruct or allow an employee to waive a rest or recovery period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest or recovery periods during the pertinent pay period.

### **Breaks**

## (Oregon and Washington Employees)

Employees will receive one 10-minute paid break for every four hours worked. This time must be approved by your immediate supervisor each day.

# Lactation Breaks (California and Oregon Employees)

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. In Oregon, lactation breaks will be provided for the following length of time after the birth of the child:

Oregon Employees: Up to 18 months following the child's birth.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your immediate supervisor to request time to express breast milk under this policy. The company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your immediate supervisor.

# **Lactation Breaks** (All Other Employees)

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your immediate supervisor to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your immediate supervisor.

### **Standards of Conduct**

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge:

- violation of the company's policies or safety rules;
- insubordination:
- unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles;
- unauthorized possession, use or sale of weapons, firearms or explosives on work premises;
- theft or dishonesty:
- physical harassment;
- sexual harassment;
- disrespect toward fellow employees, visitors or other members of the public;

- performing outside work or use of company property, equipment or facilities in connection with outside work while on company time;
- poor attendance or poor performance.

These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors. Nothing in this policy is designed to modify our employment-at-will policy.

## **Outside Employment**

Cambridge does not prohibit employees from holding other employment, except in cases where the employee's performance is affected or if the secondary employment would be a conflict of interest (e.g., working for a competitor). Outside employment will not be allowed to interfere with employee efficiency or safety on the job. All employees will be evaluated by the same performance standards and will be subject to Cambridge's scheduling demands regardless of any existing outside work requirements.

In the event the employee's outside employment is in a field or industry where either their primary property or Cambridge could become a customer/client, the employee is not allowed to act as a 'third party contractor/vendor to Cambridge.

Direct any questions about outside employment to your Supervisor or Human Resources.

# **Access to Personnel Files** (California Employees)

Upon request, current and former employees may inspect their own personnel files at a mutually agreeable time, on company premises in the presence of a company official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The company will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the company. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The company complies with state law record retention requirements for current and former employees. For more information, contact your immediate supervisor.

# **Access to Personnel Files** (Oregon Employees)

Employees will be allowed a reasonable opportunity to inspect their personnel records that are used to determine their qualifications for employment, promotion, wage increases or records used to discipline or terminate the employee. Employees may request a certified copy of their record and the company may charge a reasonable service charge. A request to inspect or a copy of a personnel file will be granted within 45 days of the request.

For more information, contact your immediate supervisor.

# Access to Personnel Files (Washington Employees)

Employees may inspect their own personnel files annually, within a reasonable time period after the request. Employees may place a statement in the file if they disagree with a document in the file. Personnel files exclude information relating to a criminal investigation and records compiled in preparation for an impending lawsuit that would not be available to another party.

For more information, contact your immediate supervisor.

# Access to Personnel Files (All Other Employees)

Upon written request, you may inspect your own personnel file. Inspections will be held on company premises in the presence of a company official. Contact your immediate supervisor to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the company. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records. For more information, contact your immediate supervisor.

## **Computer Software Licensing**

The company purchases or licenses the use of various computer software programs. Neither the company nor any of the company's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The company does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the company shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

#### **Public Relations**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

Opinions and attitudes toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take clients and residents for granted, but if we do, we run the risk of losing not

only that owner and resident, but his or her associates, friends or family who may also be clients and residents or prospective clients and residents.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

### **Non-Solicitation**

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

### **Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the company's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Information**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information. The employee is responsible to keeping current contact information on file with our Human Resources and Payroll departments. Any changes in contact info should be communicated as soon as possible.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your immediate supervisor promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your immediate supervisor at once.

## **Petty Cash Guidelines**

Reimbursements for legitimate business expenses are subject to pre-approval by your immediate supervisor, or by published company policy. To receive reimbursement, employees must submit all relevant receipts evidencing payment as well as a summary of the legitimate business purpose for the expense. Reimbursements will be issued within 30 days by the Site Employee Resource Center accounting department unless other arrangements are approved by a Site Employee Resource Center Property Supervisor or the CFO of Cambridge. All expenses need to be submitted within 10 days after incurred or after corporate credit card statement is received.

In certain circumstances, employees may be issued a credit card by the company. Any and all charges made on the credit card must be for a legitimate business purpose. Evidence of personal use of a company credit card, regardless of circumstances or reimbursement, may be grounds for termination.

All employees shall take particular caution in engaging vendors who provide goods or services to the company or properties managed by the company. Spending limitations and restrictions are most clearly conveyed in the operating budget for each individual property. Unauthorized spending by employees may be grounds for termination. Furthermore, the company reserves the right to dishonor unauthorized spending decisions made by its employees.

## **Employee Referral Bonus**

The company will pay a referral bonus to any employee who refers an applicant to our company who is ultimately hired by the company. The typical bonus is \$200.00 and is payable upon completion of the newly hired employee's introductory period of 90 days, and based on the employee being in "good standing" at the end of 90 days. The referring employee must still be employed with the company at the time the bonus is to be given. Employee referrals must be directed to the immediate supervisor and Human Resources.

Please note property managers and members of the HR department are not eligible for a referral bonus for positions at their own properties. They will be eligible in the event that they refer an applicant for a position at another Cambridge property.

## **Travel / Expense Accounts**

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See your immediate supervisor regarding additional reimbursable business expenses.

### **Visitors**

If you are expecting a visitor, please notify your immediate supervisor. All visitors must first check in at the site office. Visitors are not allowed in any area of the property without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

### **Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid, although accrued Paid Time Off may be used.

If extreme weather conditions require closing of the building, you will be notified by your immediate supervisor. In case of inclement weather in your area, please contact your supervisor.

## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mud slides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is unpaid, although accrued Paid Time Off may be used.

If extreme weather conditions require closing of the building, you will be notified by your immediate supervisor.

## **Working from Home**

Work at home arrangements are considered during periods of extreme weather or other natural disasters where commuting to work presents an unreasonable risk to the employee. Generally, work-at-home arrangements cease

upon the restoration of a reasonable environment for commuting to the primary place of employment. Generally, this is within one to three calendar days.

If an employee finds themselves in a situation where they feel they must work from home the employee should contact their immediate supervisor and discuss, in advance, an arrangement for home-based work to be completed for a limited duration. Prior to approving a temporary, work-at-home arrangement, the employee's immediate supervisor will review the nature and type of work proposed to be completed from home, and the expected work hours needed to complete the tasks identified. While working from home, the employee shall proactively communicate to his/her immediate supervisor a summary of work completed.

If a work-at-home request is declined, the employee has the option of (A) taking the time off and using PTO hours for the absence from work, or (B) revising the proposed work-at-home responsibilities for reconsideration, (C) scheduling work to occur on days the employee is normally scheduled to be off duty (i.e. working on a scheduled 'weekend day' to compensate for a mid-week absence).

Employees are expected to proactively report and document work which was completed from home to their immediate supervisor. In accordance with the employee's time sheet, Cambridge reserves the right to obtain proof that work was performed on the date(s) and times the employee worked from home.

## Personal Telephone Calls and Cell Phone Use

It is important to keep our telephone lines free for clients and resident calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Personal cell phones should not be used for personal calls during work hours. Personal cell phones should not be used to conduct company business unless you are receiving a cell phone reimbursement from Cambridge. Please limit personal phone calls during your break and lunch hours. Personal cell phones should not be used for work purposes.

Employees are responsible for seeking reimbursement and filling out the proper paperwork when use of a personal cell phone was for company business.

## **Voice Mail and Monitoring**

We recognize your need to be able to communicate efficiently with fellow employees and clients. Therefore, we have a voice mail system to facilitate the transmittal of business related information within the company and our clients. The voice mail system is intended for business use only. The use of the company's voice mail system to solicit fellow employees or distribute non job related information to fellow employees is prohibited to the extent allowed by applicable law.

Our company's polices against sexual and other types of harassment apply fully to the voice mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the transmission of sexually explicit messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

All voice mail passwords must be made available to the company at all times. Please notify your supervisor if you need to change your password. Violation of this policy may result in disciplinary actions up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the company's private voicemail system and the voice mail of any employee without advanced notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the company's private voice mail system will be disclosed to management. Employees should not assume that communications that they send and receive by the company's private voice mail system are private or confidential.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the company's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with clients and residents and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications: All electronic communications contained in company systems are company records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the company. The systems and electronic communications are accessible to the company at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The company's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, clients and resident lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on company systems. Proprietary business information may

not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

<u>Prohibited Uses of Our Systems</u>: Employees may not use company systems in a manner that is unlawful, wasteful of company resources, or unreasonably compromises employee productivity or the overall integrity or stability of the company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.

In addition, employees may <u>not</u> use our company systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your immediate supervisor;
- To download, save, send or access any site or content that the company might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

<u>Electronic Forgery</u>: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

<u>Intellectual Property Rights</u>: Employees must always respect intellectual property rights such as copyrights and trademarks.

<u>System Integrity, Security, and Encryption</u>: All systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of your immediate supervisor. Employees may not use the passwords and encryption keys belonging to others.

<u>Applicable Laws</u>: Numerous state and federal laws apply to electronic communications. The company complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

<u>Consequences of Policy Violations</u>: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask your immediate supervisor for advance clarification.

#### Social Media

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames clients and residents, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the company, fellow employees, clients and residents, and people working on behalf of the company or competitors.

Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company employee. Express only your personal opinions. Never represent yourself as a spokesperson for the company or make knowingly false representations about your credentials or your work. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the company." You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your immediate supervisor.

### **Dress & Professional Appearance**

We aim high to create a professional environment. Your appearance is a reflection of you and of Cambridge and is collectively important to our residents, clients, visitors, and co-workers.

Employees are expected to present a clean and neat appearance and to dress according to the requirements of their position. Part of the impression you make on others depends on your choice of dress, personal hygiene and

courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. While at work, you are required to wear clean, appropriate clothing and shoes. Consult your supervisor or Human Resources if you have questions.

#### Hair

Bright or unnatural colors are not permitted in the workplace. If an employee chooses hair color that is not permitted, it should be concealed so that it does not create a workplace distraction.

#### Piercings

Earrings should be small or moderate sized and no more than 3 piercings per ear. Ear gauges should be 10mm or smaller. One small nose stud is allowed, no rings, or septum piercings. No other facial or visible pierced jewelry or body adornments are allowed without prior approval by management.

#### **Tattoos**

We want your professional interactions to be free from distraction. Tattoos are allowed, but not on your face or neck. Treat tattoos as you would speech, you are not allowed to swear, make hateful or sexual comments or lewd jokes in the workplace and neither can your tattoos.

Our clients' and residents' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct owner and resident contact, you represent the company with your appearance as well as your actions. The company maintains a business casual environment. All maintenance staff are required to wear company issued uniforms while on duty.

#### **Reference Checks**

We only confirm our employees' dates of employment and job title unless a signed release is provided for instances of verifying income for home loans, state benefits, and other related inquiries.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our company. If you receive a request for reference information or job verification, please forward it to Human Resources.

## **Protecting Company Information**

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the HR department.

The company's address shall not be used for the receipt of personal mail.

### **Conflict of Interest / Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients and residents, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the company, interferes with an employee's business judgment concerning the company's best interests, or exploits an employee's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

## **Company Provided Cell Phones**

Employees in certain positions are issued company cell phones so they may maintain contact with clients and residents and co-workers when they are out of the office on business. Company cell phones are for business purposes. Although the occasional use of your company cell phone for personal calls may be necessary, incoming and outgoing personal calls should be kept to a minimum.

Employees are encouraged to take appropriate safety precautions when using their cell phone. The use of handheld cell phones while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cell phones.

The use of cell phones is not a work requirement for most employees. Employees who are not issued a company cell phone may be reimbursed for the use of their personal cell phones upon management approval. In general employees are expected to make business calls from the office.

Employees are expected to demonstrate proper care of their cell phones. If you lose, break or damage your company cell phone, report it to your immediate supervisor at once. All cell phones issued by the company must be returned upon leaving our company or upon transferring to a position that does not require a company cell phone. A violation of this policy may result in disciplinary action.

## **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to your immediate supervisor. The authorization to make or approve public statements on behalf of the company rests solely with your immediate supervisor. No employees, unless specifically designated by your immediate supervisor, are authorized to make statements on behalf of or as a representative of the company.

### If You Must Leave Us

Should you decide to end your employment with us, we ask that you provide your immediate supervisor with at least two weeks' advance written notice and work those full two weeks. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company. If you do not give two weeks' notice or work those two weeks, you jeopardize your eligibility for rehire with the company. Employees who are rehired following a break in service in excess of 90 days, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

All company property, including cell phones, uniforms, property keys, manuals, petty cash, computers, etc. must be returned upon discharge. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address or contact info changes within 2 years after leaving employment so that your tax and benefit information will be sent to the proper address.

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## **Cambridge's Safety Manual**

The Safety manual is an integral part of our company Safety Program to promote safe work practices for all our employees. The Safety Program is meant to reinforce our existing safe work practices, promote employee awareness to our safety policies, and assist site staff in communicating safety related issues.

Every Cambridge property has a printed copy of our Safety Manual. The manual is stored in an accessible place and all site staff should know where it is located. The Safety Manual will be used in a number of different ways on-site, including but not limited to:

- A reference guide for employees
- A guideline for staff safety meeting topics
- A training tool for new employees

## **Employee's Responsibility in regards to safety**

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

- Notify your immediate supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your Immediate Supervisor immediately.
- The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
- Use, adjust and repair machines and equipment only if you are trained and qualified.
- Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
- Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your Immediate Supervisor.
- Know the locations, contents and use of first aid and firefighting equipment.
- Wear personal protective equipment in accordance with the job you are performing.
- Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your immediate supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, clients and residents and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## Smoking, Vaping, or Nicotine use in the Workplace

Cambridge is strongly committed to maintaining and improving the health and well-being of all employees. Therefore, employees have the right to work in an environment free of the hazards of nicotine and tobacco smoke.

To protect the health of all our employees, smoking, vaping, or using other nicotine products is not permitted in Company buildings and facilities, except in specially designated areas. Site offices, clubhouses, model apartments, vacant apartments and all outdoor common areas including parking lots and courtyards are specifically designated as smoke-free unless otherwise posted.

Smoking is permitted only during established break periods (including lunch breaks) and then, only in designated areas which may include the employee's personal residence (for on-site employees) or off property areas.

Smoking is never permitted in areas where there is sensitive or hazardous material and in other places designated by Cambridge as "smoke free."

Violations of this policy may result in disciplinary action, up to and including discharge.

Cambridge offers an incentive plan for those who want to quit. For more information, please contact Human Resources.

Smoking of any other legal or illegal substance, such as marijuana, or the use of marijuana in other ways, violates our drug policy and is not permitted in any form during work hours or at any of our locations.

## No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your immediate supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## In An Emergency

Your immediate supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your immediate supervisor, contact the nearest company official.

Should an emergency result in the need to communicate information to employees outside of business hours, your immediate supervisor will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your immediate supervisor when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your immediate supervisor or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your immediate supervisor to await further instructions or information.

Please direct any questions you may have about the company's emergency procedures to your immediate supervisor.

#### **Substance Abuse**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients and residents we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

The company has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

## California, Oregon and Washington Employees

Although the state has legalized marijuana, the company is not required to allow the use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to your immediate supervisor.

## **Drug-Free Workplace Policy**

Cambridge has a strong commitment to provide a safe workplace for its employees. Consistent with that commitment, Cambridge has adopted an alcohol-free and drug-free policy. Our policy prohibits the use, sale, distribution, manufacture or possession of alcohol, illegal drugs or drug paraphernalia and the illegal use of prescription drugs on Company premises or any location at which company business is conducted, including any private vehicle parked on Company premises or work sites. In addition, this policy forbids reporting to work or working while under the influence of alcohol or drugs.

Cambridge will employ every legal means available to operate its business free from alcohol and drugs. Accordingly, where the law permits, we reserve the right to conduct the following types of drug testing: pre-employment screening, baseline testing, random testing, specific incidents, probable cause, fitness for duty and post-accident. This list is not intended to limit the events which would require a drug test, and Cambridge reserves the right to test for alcohol and drug abuse for other lawful reasons.

A positive or "Invalid" test result will be deemed a violation of this policy, and may result in disciplinary action, up to and including termination. An employee does have the right not to consent to being tested. However, refusal to consent to testing when requested will result in disciplinary action, up to and including immediate termination.

A limit will be set at no more than one dilute per drug testing. Therefore, should an applicant or employee be tested and the results come back as "Dilute Specimen," only one re-test will be allowed. A second result of "Dilute Specimen" will be deemed the equivalent of a positive drug screening result. An "Invalid" test result will be deemed the equivalent of a positive drug screening result. These results will preclude an applicant from being eligible for employment. For an employee, it will be considered a violation of the drug-free workplace policy and result in disciplinary action, up to and including termination.

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## Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Cambridge Real Estate Services Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by Senior Management of the company in a signed written contract, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by Senior Management of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY SENIOR MANAGEMENT OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Paid Time Off (PTO) Policy in this Employee Handbook.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling. If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my immediate supervisor or a member of management.

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