



# **EMPLOYEE HANDBOOK**



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**Table of Contents**

INTRODUCTION..... 5

EQUAL EMPLOYMENT OPPORTUNITY ..... 5

EMPLOYEE RESPONSIBILITIES..... 6

GENERAL INFORMATION ..... 6

EMPLOYMENT INFORMATION ..... 7

REFERENCES..... 7

EMPLOYEE CLASSIFICATION ..... 8

TEMPORARY EMPLOYEES..... 8

ATTENDANCE ..... 8

PERSONNEL RECORDS..... 9

PAYCHECK INFORMATION..... 9

PERSONAL APPEARANCE & PRESENTATION ..... 10

TIME CARDS..... 10

WAGE ASSIGNMENTS (Garnishments) ..... 11

PERSONAL CALLS, FAXES & VOICE MAIL..... 11

COMPUTERS, E-MAILS & INTERNET USAGE..... 11

SOLICITATIONS AND DONATIONS ..... 12

SMOKING ..... 12

COMPLIANT PROCEDURE..... 12

WORKPLACE SECURITY POLICY ..... 12

PREFORMANCE APPRAISALS AND PROMOTIONS ..... 12



VACATION, PERSONAL DAYS, LEAVES OF ABSENCE AND SICK LEAVE .....	13
HOLIDAYS.....	13
EMPLOYEE PARKING .....	13
JURY DUTY .....	13
MATERNITY LEAVE .....	13
MILITARY LEAVE .....	13
FAMILY MEDICAL LEAVE ACT .....	14
WORKER'S COMPENSATION .....	17
ECB SAFETY POLICY.....	17
DRIVING SAFETY POLICY.....	19
INSUBORDINATION.....	19
ANTI-HARASSMENT POLICY OF ECB.....	20
UNACCEPTABLE ACTIVITIES.....	24
DISCIPLINARY ACTION & TERMINATION .....	25
UNEMPLOYMENT COMPENSATION.....	26
ADA COMPLIANCE POLICY .....	26
<b>DRUG FREE WORKPLACE POLICY.....</b>	<b>32</b>
EMPLOYEE BENEFITS.....	43



## **INTRODUCTION**

Welcome to ECB Services, Inc. This handbook was developed to provide you with an information resource for common questions and concerns. If you have questions or concerns about the policies outlined here, you should contact your Supervisor or our Human Resources department at the number below.

The policies stated in this handbook are subject to change at any time at the sole discretion of ECB Services, Inc and/or its affiliates (ECB). From time to time, you may receive updated information regarding any changes in policy.

The contents of this handbook are not intended to create a contract or agreement between ECB and yourself. There are specific procedures for many of the general policies stated in this handbook. Please direct any questions to your Supervisor or the Human Resources department at ECB.

The ECB Human Resources department may be reached at our corporate headquarters:

**100 S. Pace Blvd  
Pensacola, FL 32502  
850-475-1555 ext 4**

## **EQUAL EMPLOYMENT OPPORTUNITY**

ECB's Management, clients, and Employees are responsible for complying with applicable laws, including, and not limited to, the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act of 1967 amended, the Equal Pay Act of 1963 as amended, Executive Order 11246 as amended, and the American Disabilities Act of 1990 as amended.

ECB affords Equal Employment Opportunity to all qualified persons without regard to race, color, religion national origin, age or disability. This policy is applicable to all aspects of the employment experience, in retirement, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, com sponsored training, education, benefit programs and social recreational programs.

ECB's clients, managers, and employees shall also comply with applicable provisions of the Rehabilitation 1973 as amended, and the Vietnam-Era Veterans Readjustment Assistance Act of 1974. These two acts, and other things, prohibit discrimination in the hiring, training, and promotion of disabled individuals, disabled veterans, or qualified veterans of the Vietnam Era, respectively.



It is the intention of ECB to adhere to both the letter and the spirit of the laws and regulations so as to further the principles of equal employment opportunity. We affirm the Management, Clients, and Employees are aware the importance of these objectives and that each will be held accountable for meeting them. In addition, we each support our commitment and continuing efforts toward Equal Employment Opportunity for all.

Any person who has a complaint of discrimination or harassment is strongly urged to bring the problem to the attention of your Supervisor or ECB. ECB prohibits retaliation against anyone for making such a complaint.

## **EMPLOYEE RESPONSIBILITIES**

Although you are working at a location not owned by ECB, the U.S. government considers you to be an employee of ECB. ECB is responsible, therefore, for all employee tax-related paperwork. The co-employer that leases you from ECB is responsible for your work directions, safe work practices, hiring, training, evaluation, discipline, and assignments while you are at work. The Client Company's management will set your hours, rate of pay, and all other normal company operational procedures. The Client Company retains cost, custody, and control of employee activities. Since the management of ECB is not at the location where you are working, **it is your responsibility** to notify ECB immediately for any of the following claims:

- \* **On-The-Job Injuries/Accidents**
- \* **Labor Relation Problems**
- \* **Discrimination**
- \* **Release from Work**
- \* **Safety Violations**
- \* **Assignment Cancellations**
- \* **Suspected Violation of any State and Federal Laws**
- \* **Change in duty assignments**

You are hereby notified that ECB leases you with the understanding that you perform ONLY the tasks and job related tasks for the position in which you were hired. You should NOT accept other work or tasks from the Client Company without notifying ECB.

## **GENERAL INFORMATION**

### Evaluation Period

The first 90 days are an evaluation period. It is a period of adjustment and adaptation, both personally and professionally. If, during this period, you are unable to adapt successfully to the requirements of your position or of the company as a whole, the trial period may be extended or your employment can be terminated immediately. You may be



given advance notice, but it is not required. Your supervisor may offer advice and counseling when a problem becomes apparent, but this is not required. After your 90-day probationary period, you will be eligible for benefits as set forth by ECB. No benefits will be accrued during your evaluation period. If you are discharged for any reason during this introductory period, under the Unemployment Compensation Law, ECB will not be charged for any unemployment benefits for which you might otherwise be eligible.

## **EMPLOYMENT INFORMATION**

BY FLORIDA STATUTES 468.525 (4) A, ECB IS REQUIRED TO NOTIFY YOU AT THE END OF YOUR WORK ASSIGNMENT THAT YOU ARE TO CONTACT ECB FOR REASSIGNMENT WITHIN 48 HOURS. PLEASE, CONTACT THE HUMAN RESOURCES DEPARTMENT AT **850-475-1555 ext 3**. FAILURE TO DO SO WILL BE CONSIDERED JOB ABANDONMENT FROM ECB AND MAY AFFECT YOUR UNEMPLOYMENT BENEFITS. ECB reserves the right to relocate your employment. If your assignment is cancelled at the location where you are working, you require accommodation under the American's With Disabilities Act, or you require light duty employment under Workers' Compensation, you must contact ECB immediately for direction. Requests for accommodation or light duty must be accompanied by documentation by your physician. ECB will not be responsible for any vacation or sick pay due upon leaving a client's location.

If ECB does not receive payment from the Client Company for services you have performed while a leased employee, ECB will pay you the applicable minimum wage for any such pay period. If the Client Company terminates services with ECB and you choose to remain with the Client Company rather than move to another ECB location, you hereby agree that you have resigned from ECB. Please note that you are an "At Will" employee, allowing you or ECB to terminate your employment at any time.

## **REFERENCES**

It is our policy to verify the facts and information applicants furnish regarding their qualifications. ECB Management and/or the Client Company are authorized to check this information by telephone or with a reference letter. Applicants release ECB from liability when they sign our application for employment. Employment reference procedures are as follows:

- A reference check may be made by the telephone. In this case, the details are recorded and retained the employee's personnel file.
- Reference requests may be mailed or faxed to selected employers listed on the application.



- Falsification of information on an employee's application may be considered cause for discharge.

As a matter of policy, we will cooperate with other businesses requesting information regarding previous employment of an individual. ECB Management and/ or the Client Company are authorized to reply to telephone inquiries verifying dates of employment, termination, and job titles only. Salaries are not verified by telephone. Employment verification information for home loans and so forth may be obtained from Management upon written request. No one with ECB Management and/ or the Client Company is authorized to provide personal references on former employees.

## **EMPLOYEE CLASSIFICATION**

Employees in this manual are referred to as non-exempt if they are entitled to overtime pay for hours worked excess of forty hours per workweek. This means they are not exempt from, and therefore should receive, overtime pay. They will normally be paid on hourly wage rate.

Exempt employees are salaried managers, supervisors, professional staff and others whose duties and responsibilities allow them to be exempt from the overtime pay provisions as provided by the Federal Fair Standards Act. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted.

The schedule of regular part-time employees should not be more than 30 hours per week. Part-time employees are not eligible for most benefits stated in this manual. Full-time employees are regularly scheduled positions working at least 30 hours per week.

## **TEMPORARY EMPLOYEES**

Temporary employees are employed as necessary for a short term (usually no longer than 6 months) and are NOT eligible for most benefits stated in this manual. **In the event a temporary employee is offered regular employment, he/she will be eligible for these benefits upon completion of a 90-day probationary period.**

## **ATTENDANCE**

Regular attendance is essential to a business' efficient operation and is a necessary condition of employment with ECB. Employees are expected to report to work as scheduled and on time. If it is not impossible to report for scheduled work, employees must call his/her Direct Supervisor. If he/she is unavailable, a message should be included with instructions on how to reach you your supervisor need to do so. If the absence is continued after the first day, the employee must notify Management on a



daily basis unless otherwise arranged. Calling in is the responsibility of every employee who is absent. The Client Company may require a physician's release before returning to work from employees who are absent due to illness for three consecutive days. An absence for three consecutive workdays without notifying Management is considered a voluntary termination.

## **PERSONNEL RECORDS**

Employee personnel records are maintained in the Human Resource Department. Please promptly report it to your immediate supervisor or the ECB Human Resource Department changes of the following (please provide appropriate documentation for these changes):

- 1. Name**
- 2. Address**
- 3. Telephone Number**
- 4. Marital Status**
- 5. Dependents**
- 6. Emergency Contact**
- 7. Driving Record (if applicable)**
- 8. W-4 Exemptions**

The Human Resources Department: (1) collects, uses, and retains only that personnel information which is required for business or legal reasons; (2) restricts the internal availability of personnel information to those with a business need to know; (3) releases personnel information outside the company only with employee approval, except to verify employment or to satisfy legitimate investigative or legal requirements. All records concerning employment are the property of ECB, Inc., and are maintained in the Human Resources Department. Employees should direct requests to review their personnel file to their Direct Supervisor or the Human Resource Department at ECB.

## **PAYCHECK INFORMATION**

Your paycheck will be issued on an ECB bank account. If there is a problem with your paycheck and you cannot resolve it with your supervisor, call ECB before your next paycheck is delivered. ECB considers your previous paycheck correct on delivery of your most current check. Your paycheck contains very important information. Always review the front and back of your paycheck before endorsing it. In the event your paycheck is lost or stolen, ECB will issue a stop payment on that check at your request. You will be charged the stop payment charge imposed by the bank through a deduction on the replacement check. You will also be required to complete and have notarized an affidavit. The waiting and processing period for the replacement check is 7 business days Damaged checks may be replaced only if enough of the check is legible and recognizable;



otherwise, a stop payment must be made and you will be subject to the process for a lost or stolen check as stated above.

ECB is not responsible for the decision you make on the number of allowances you claim on your W-4. If you would like to change your exemption status for your taxes, you must complete a new W-4 form. Before making these changes, we recommend you consult your tax advisor.

At year-end, you will receive your W-2 from ECB, not from the Client Company. Please notify ECB of any change of address. If you change your address during the year and have not notified ECB in writing of your new address, your W -2 should be returned to us. You may send a self addressed stamped envelope with a written request and your W-2 will be forwarded to you at the new address you have provided. In the event your W 2 is lost or misplaced, you may send a signed written request in a self-addressed, stamped envelope along with \$5.00 cash, money order, or certified funds and another W -2 will be prepared and forwarded to you. If you have changed your address, not notified ECB , and need the W-2 before returned to ECB in the mail you will be subjected to the \$5.00 charge to have another prepared and mailed.

Send to:

**ECB Services, Inc.**  
**100 S. Pace Blvd**  
**Pensacola, FL 32502**

## **PERSONAL APPEARANCE & PRESENTATION**

It is your responsibility to be neat in appearance and to dress appropriately according to the dress code set by the Client Company for whom you work. A good attitude and pleasant disposition must be maintained. Employees are expected to cooperate with ECB, the Client Company's Management and fellow employees.

## **TIME CARDS**

We are legally obligated to keep accurate records of the time worked by all employees and do so through time clock cards or other written documentation. Your time card is the only way ECB knows how many hours you worked and how much to pay you. Your time card indicates when you arrived to and when you departed from work. All employees are required to keep their manager advised of departures from and returns to the premises during the workday.



You are responsible for your time card. Remember to record your time. If you forget to punch in or make an error on your card, your manager must make the correction and both you and your manager must initial the correction.

No one may record hours worked on another's card. Tampering with another employee's time card is cause for disciplinary action including possible dismissal of both employees. Do not alter another person's record, or influence anyone else to alter your record for you.

### **WAGE ASSIGNMENTS (Garnishments)**

We are obligated to execute any court-ordered wage assignments or garnishments against an employee's wages and will do so upon receipt of the court's order.

### **PERSONAL CALLS, FAXES & VOICE MAIL**

Employees should limit personal use of the telephone during business hours. Please refer to your Client Company's in-house policy to determine what is acceptable.

Because telephones, fax machines and photocopiers are provided for business use at your employer's expense messages sent by or received on those systems are company documents. The right to access and to disclose messages that you send or receive on voice mail or by fax is reserved by your employer. Employees who violate this policy are subject to disciplinary procedures up to and including discharge.

### **COMPUTERS, E-MAILS & INTERNET USAGE**

ECB realizes that electronic mail (e-mail) and Internet services are important assets to both the Client Company and the employee. The Client Company may have provided both e-mail and Internet services for employees order to help facilitate the functioning of company work. However, such e-mail and Internet systems, in their contents, are considered to be the property of the Company and to be used for business purpose messages created, sent, and received using the Company's e-mail system are the property of the Company and may be subject to access and disclosure by the Company. Improper use of these systems may result in claims against both the employee and the Company and may result in disciplinary action, including termination against the offending employee.

The client company may or may not permit use of the Company e-mail and the Internet system for personal however, such messages become property of the Company. The Company e-mail and Internet system may used to solicit any commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. In addition, the Company e-mail and Internet system are not to be used to create any offensive or disruptive messages. Offensive or disruptive messages include those that contain sexual connotations, racial slurs, gender-specific comments, or any other



comment that offensively addresses someone's age, gender, sexual orientation, religious or political beliefs, national origin, or disability. The e-mail and internet system are also not to be used to send/upload or receive/ download any materials or information without prior authorization of the Company. Any employees who discover a violation to this policy are responsible notifying their Supervisor or ECB immediately. Any employee who is in violation of this policy or uses the and/ or Internet system improperly will be subject to discipline up to and including dismissal.

### **SOLICITATIONS AND DONATIONS**

We believe and employee should not be disturbed or disrupted in the performance of his/her job duties. For this reason, solicitation of any kind by another employee is prohibited while either person is on company time. Solicitation by non-employees on ECB or the Client Company's premises is prohibited at all times.

Distribution by employees of advertising material, handbills, and printed or written literature of any kind in work areas of is prohibited at all times unless protected by law. Distribution of literature by non-employee on ECB or the Client Company's premises is prohibited at all times.

### **SMOKING**

Use of any tobacco product is permitted in designated areas only.

### **COMPLIANT PROCEDURE**

Good employee-employer relationships can exist only if employees believe they have been treated equitable within the management policies, procedures, and actions that influence this relationship. We recognize there are occasions when honest differences of opinion occur regarding the interpretation and application of policies, procedures, and actions.

### **WORKPLACE SECURITY POLICY**

ECB is committed to maintain a safe and secure workplace. In order to maintain a secure work environment, bringing any firearm on Company property by employees and visitors is strictly prohibited. In addition, all visitors are required to check in with the management. Failure to comply with these policies will result in disciplinary action up to and including termination.

### **PREFORMANCE APPRAISALS AND PROMOTIONS**

Please refer the policy of the client company for whom you work regarding performance appraisals and promotions.



## **VACATION, PERSONAL DAYS, LEAVES OF ABSENCE AND SICK LEAVE**

Please refer the policy of the client company for whom you work vacations, personal days, leaves of absence (non-FMLA related) and sick time.

## **HOLIDAYS**

Please refer the policy of the client company for whom you work regarding holiday schedules and pay.

## **EMPLOYEE PARKING**

Please refer the policy of the client company for whom you work regarding employee parking.

## **JURY DUTY**

Pursuant to Federal law, ECB and its client companies may not discharge, threaten to discharge, intimidate or coerce any permanent employee because of the employee's jury service in federal court. ECB and its client companies will follow all state laws regarding jury duty.

## **MATERNITY LEAVE**

It is ECB's policy to treat pregnancy, childbirth, and related medical conditions according to the leave requirements outlined in the Family and Medical Leave Act of 1993 (when applicable) and the Pregnancy Discrimination Act Amendment to the Title VII of the Civil Rights Act of 1964. It is also our policy to comply with all applicable local and state laws, in spirit as well as in specific detail. Should any provision of this policy be found to be inconsistent with an applicable legal requirement, the law shall prevail. All other provision of this policy that is consistent with the law will remain in effect.

A return to active employment after the birth of a baby should be no sooner than considered medically safe by your physician and you must provide a written release from your physician. After the maximum leave period is exhausted, an extension may be granted if a medical condition exists that is substantiated by your physician.

## **MILITARY LEAVE**

ECB will comply with all state and federal laws regarding military leave, including National Guard Camp, including, but not limited to, the provisions set forth by the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 as



amended. Please contact the ECB Human Resource Department for additional information.

## **FAMILY MEDICAL LEAVE ACT**

ECB subscribes to the Family Medical Leave Act of 1993 (FMLA) and recognizes that occasionally it may be necessary for you to be absent from your job for an extended period of time. The FMLA allows eligible employees to take up to 12 weeks of unused, unpaid, job-protected leave in a 12-month period for certain family and medical reasons. The 12-month period is established in accordance with provisions established in the Act. To be eligible for FMLA benefits, an employee must:

1. Work for a covered employer;
2. Have worked for the employer for a total of 12 months;
3. Have worked at least 1,250 hours over the previous 12 months; and
4. Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

Leave under the FMLA will be granted to you, if you are an eligible employee, for the following reasons:

- For the birth and care of the YOUR newborn child, this leave must conclude within 12 months of birth date. Intermittent leave is at ECB approval;
- For placement with you of a son or daughter for adoption or foster care, this leave must conclude 12 months of the birth date. Intermittent leave is at ECB'S approval;
- To care for an immediate family member (spouse, child, or parent ONLY) with a serious health condition, this leave may be taken intermittently as medically necessary;
- To take medical leave if you are unable to work because of a serious health condition, this leave taken intermittently as medically necessary.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care parent who has a serious health condition.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- 1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or



2) Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- A health condition (including treatment for or recovery from) lasting more than three (3) consecutive days, any subsequent treatment or period of incapacity relating to the same condition that also includes:
  - treatment two (2) or more times by or under the supervision of a health care provider; or
  - one (1) treatment by a health care provider with a continuing regimen of treatment; or
- Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- A chronic serious health condition which continues over an extended period of time requires periodic visits to a health care provider and may not involve occasional episodes of incapacity (e.g., asthma, diabetes, or epilepsy). A visit to a health care provider is not necessary for each absence; or
- A permanent or long-term condition for which treatment may not be effective (e.g. Alzheimer's, severe stroke, terminal cancer). Only supervision by a health care provider is required, rather active treatment; or
- Any absences to receive multiple treatments for restorative surgery for a condition which would likely result in a period of incapacity of more than three (3) days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" is defined as:

- Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to manual manipulation of the spine to correct a sublimation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. US; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.



To request leave under the FMLA, you must provide ECB with 30 day advance notice, when the need is foreseeable and practicable. You must provide ECB with medical certification which supports your need for leave because of the serious health condition of you or your immediate family member within fourteen (14) days of your request. ECB retains the right to request that you seek a second medical opinion, at our expense and from a physician designated by ECB. If the opinion of your physician and our second-opinion physician differ, ECS may require you to submit evaluation of a third final and binding opinion. This third evaluating physician is chosen jointly by you and ECB. You must also provide periodic reports of your status and intent to return to work.

If you have paid leave which you wish to use to cover some or all of your FMLA leave, you must notify ECB in writing. ECB may, at its discretion, require you to utilize accrued paid personal leave or vacation time.

If you fail to return to work on the first work day following the completion of your maximum twelve (12) month leave allowance or following your becoming ineligible for leave, your employment will be terminated.

Upon return from your leave, you will be restored to either your original position, or to an equivalent position at equivalent pay, benefits and other terms and conditions of your employment. However, if you were a "key" employee (defined as a salaried" eligible" employee among the highest paid ten percent of ECB employees within 75 miles of the work site) whose health insurance was maintained during your leave, and the restoration of our employment will cause substantial and grievous economic injury to ECB operation, the ECB may refuse to reinstate your employment. In order for ECB to refuse to reinstate your employment:

- \* You must be notified of your status as a "key" employee as a response to your request for leaves under FMLA;
- \* You must be notified by ECB upon its decision to refuse your reinstatement. ECB must also provide you with an explanation of its decision;
- \* You must be offered a reasonable opportunity to return to work from leave after being issued this notice; and
- \* ECB must make a final determination of whether it will refuse to reinstate your employment at the end of the leave period if you then request restoration.

During your FMLA leave period, ECB is required to maintain your group health insurance coverage on the same terms as when you were working. For instance, if you were required to pay a premium, then you will still be required to pay this premium while on your unpaid FMLA leave. Please contact ECB to arrange a method payment. Please note that ECB's obligation to maintain your group health insurance coverage terminates: 1) upon your informing us that you do not plan to return to your employment;



- 2) if you fail to return to work where you have exhausted your FMLA leave allowance;
- 3) if your premium payment is more the thirty (30) days late, ECB gives you fifteen (15) days written advance notice notifying you that your coverage will cease if payment if not received.

Please note: In some cases, employers may recover premiums paid to maintain health insurance coverage on employees who fail to return to work following exhaustion of their FMLA leave allowance.

For further information and for forms, contact the ECB Human Resource Department at **850-475-1555 ext 3**.

## **WORKER'S COMPENSATION**

In accordance with applicable state laws and regulations, ECB employees are eligible for worker's compensation benefits. These benefits are available in the event of an accident or illness resulting from an employee's occupation of which requires medical treatment, hospitalization, or loss of work time.

Worker's Compensation bulletins are posted where all employees can see them. It is the joint responsibility of employees and their supervisors to report any job-related injury or illness. Each work site will comply with local and state regulations concerning the recording of and filing of information on employee injury and illness.

As a condition of your employment, you hereby agree to the following:

1. All work-related injuries must be reported **IMMEDIATELY**, even if you do not wish to see a doctor, by calling **850-475-1555 ext 3**.
2. Notify ECB immediately and always prior to seeking medical care. Even if medical treatment if necessary, you **MUST** still contact ECB and report the injury/accident.
3. ECB will provide instructions for where you should proceed for medical treatment and will provide you with any other information you may need.
4. Agree to submit to a drug test within 24 hours of the injury/accident (requires picture ID).

## **ECB SAFETY POLICY**

### **Safety begins with You!**

ECB and its clients will make every effort to provide working conditions that are as healthy and safe as possible and employees are expected to be equally conscientious



about workplace safety, including using proper work methods and reporting potential hazards. Unsafe working conditions in any work area that might result in an accident should be reported immediately to a supervisor.

**If you are unsure of the proper procedure to eliminate the hazard, ask an immediate supervisor or contact ECB at 850-475-1555 for instructions.**

It is every employee's responsibility to read and obey ALL safety regulations, correct ALL safety hazards, and cooperate fully with any safety investigations. The following general safety rules apply in ALL company work places. Each work unit may prepare separate safety rules applicable to the specific nature of the work in that area but not in conflict with these rules.

**As a condition of your employment, you agree to adhere to the following safety policies and procedures. Failure to follow all safety rules will be grounds for discipline action and could lead to termination.**

1. Report ALL on-the-job injuries/accidents immediately to your supervisor and/or ECB.
2. All employees will abide by OSHA, DOT, and EPA regulations.
3. All employees are prohibited from the use of alcohol, the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace, including remote jobsites.
4. Employees will use safety equipment appropriate to the job (i.e. hard hats, gloves, back belts, safety boots, etc.).
5. Operations and passengers in a business vehicle equipped with seat belts must wear them while the vehicle is in operation, and all employees operating vehicles will observe all traffic laws.
6. Machinery or toll guards will not be removed or bypassed.
7. No running or horseplay is permitted while on the job.
8. Failure to clean up or to prevent a safety hazard is considered a violation of safety rules.
9. Appropriate footwear for the work being performed shall be worn at all times.
10. Lifting should be done with the legs, not the back.
11. Cooperation regarding safety policies and regulations is expected of all employees.



## **DRIVING SAFETY POLICY**

As the employee of ECB and the co-employer, you must understand the importance of driving safety and adhering to the following driving safety policies while working:

1. To obey ALL traffic laws at ALL times.
2. To keep your motor vehicle in safe working order or risk being restricted from driving.
3. To wear your safety belt at ALL times.
4. To never drive while under the influence of drugs or alcohol.
5. No persons, other than authorized on-the-job employees or security personnel are permitted in the motor vehicle.
6. May be required to take a driver safety class, failure to do so may result in termination.
7. To notify your supervisor and ECB when you have received a traffic violation, been arrested for a driving-related incident, have a change in insurance, or if driving privileges have been revoked or restricted.
8. To only drive the insured vehicle you have listed or an authorized vehicle belonging to ECB or the Co-employer.
9. As an employee, you have given your permission for ECB to obtain a report from the Division of Motor Vehicles in referenced to your driving record.
10. Any employee driving must be 18 years of age.
11. I understand that if I indicated I “will not drive for the Client Company” on my ECB paperwork, I must not drive for the Co-employer under any circumstance and if I am asked to run an errand or to drive, I must notify my supervisor that these acts are prohibited.

**Please note: This policy may change as management deems necessary. The most current information is maintained on the website at [www.ecbservice.com](http://www.ecbservice.com)**

## **INSUBORDINATION**

Insubordination is defined as a deliberate and inexcusable refusal to obey a reasonable order that relates to an employee's job function. A refusal may be openly stated or it may be a silent withholding of services. Any such refusal to obey a supervisor's order or a lack of respect directed to that supervisor will be grounds for disciplinary action, including suspension or termination. Employees who wish to protest an assignment must first



follow the order and then turn to the complaint procedure if they feel the assignment was improper.

## **ANTI-HARASSMENT POLICY OF ECB**

### Introduction

ECB is committed to creating and maintaining a positive, productive work environment in which all employees are free to put forth their best effort and have an opportunity to succeed as a result. Therefore, ECB will NOT tolerate workplace harassment of any employee, either by fellow employees or non-employees, based on race, sex, religion, color, national origin, age, disability, handicap, marital status, the exercise of a protected activity (like filing a complaint), or any other reason deemed impermissible under the law.

Because ECB takes allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action when appropriate.

### Definition of Harassment

Harassment occurs when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis first tangible job decisions affecting such individual; or (3) such conduct unreasonably interferes or is intended to interfere with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

While it is not possible to list all the circumstances in which harassment may occur, harassment can include and, therefore, ECB prohibits:

- Unwelcome sexual advances or requests for sexual favors-whether they involve physical touching or not. Offensive verbal conduct such as foul or obscene language, epithets, suggestive statements or innuendo, derogatory comments, or "jokes."
- Touching, caressing, or other offensive physical conduct.
- Creating, displaying, or reading offensive graphic or written materials in the workplace that relate to the race, religion, color, national origin, age, disability, handicap, or marital status of an employee.



- Discussion of one's sexual activities.

Any of these behaviors is prohibited if it would make a reasonable person experiencing the conduct uncomfortable in the workplace, or if it could hinder the person's job performance.

This Anti-Harassment Policy applies to all ECB employees at every level. Violation of the policy will result in disciplinary action, up to and including discharge. Therefore, it is important that you ask any questions you may have about the policy, the definition of harassment, or the application of the policy. ECB fully expects that you may at times have such questions, and you should know that you may discuss these questions with your supervisor or the Human Resources Manager freely and without fear of reprisal.

### Supervisors

All employees are covered by and subject to ECB's Anti-Harassment Policy. However, supervisors should be aware that their unique role in directing and managing others places them in a position in which their behavior is particularly critical to the work environment. A supervisor is anyone having the authority to either direct another employee's day- to-day work activities, or undertake or recommend tangible job decisions. A "tangible job decision" includes, but is not limited to, hiring, firing, demoting, disciplining, and reassigning employees. You are considered an employee's supervisor at any time you have this authority, even on a temporary basis.

Be aware that occasionally, while you may not actually be a particular employee's supervisor under ECB's chain command, an employee may nonetheless reasonably believe that you have supervisory authority over them. This happens when the employee is not aware of the chain of command, or if you are a relatively high-ranking manager official that employees may perceive as having authority over them. You should never assume that an employee understands the limits of your authority in your interactions with them, nor should you say or do anything that tends to exaggerate or under-represent the scope of your authority in those interactions.

Employees commonly view their supervisors as representatives of ECB, and may incorrectly believe that ECB would fail to act if it became aware of harassment based upon their observations of you as a supervisor. It is particularly important that your interactions with employees be above reproach and that you effectively report the harassment.

As a supervisor, you have another key responsibility. In the event that an employee reports an incident of harassment to you, or you otherwise have reason to believe that harassment is taking place, you must take immediate action and promptly investigate all complaints of harassment. These investigations are conducted by Human Resources



personnel who have been trained to conduct such investigations in a confidential and thorough manner. Therefore, inform the employee that while ECB will take all reasonable steps to preserve confidentiality, you are obligated to report the incident under ECB's investigation policy. At times, it may be necessary for you to intervene before the investigation is initiated. If you have any questions about appropriate responses, you should immediately contact the Human Resources department at ECB.

As a supervisor, you may not in any way take retaliatory action against the complaining employee (whether or not you are the subject of the complaint), and you must take steps to ensure that the employee is not subject to retaliation to other parties involved. In fact, any tangible job decision arising from harassment, whether it is detrimental to an employee, or alternatively, confers a benefit on an employee for tolerating harassment, is strictly prohibited.

Although ECB looks to supervisors to help implement and enforce the Anti-Harassment Policy, the policy also operates to protect supervisors against harassment in the workplace. Should you experience harassment from a colleague, supervisor, or any other employee, you should immediately report it to a manager with whom you feel comfortable, and to the Human Resources department at ECB.

#### Reporting Violations of the Anti-Harassment Policy

The Anti-Harassment Policy is designed to protect you from harassment in the workplace, and to help maintain pleasant, respectful environment in which you can feel comfortable and productive.

You should report harassment of yourself or of another employee to ECB immediately, even if you believe that conduct was reported by someone else. Do not wait until the behavior becomes severe or is repeated. Similarly, do not assume that your supervisor is aware of harassment or that if you were to report the offense, that no corrective action would be taken. On the contrary, often times harassing behavior is conducted out of the view or earshot of others co-worker whose actions toward you or another employee constitute harassment may behave like a model employee in front of others, especially supervisors. In addition, ECB will devote any and all resources necessary to eliminate harassment in the workplace. ECB will not tolerate improper behavior from any employee, regardless of rank or position, and will investigate each report of harassment. In every case, ECB will identify and take any and all appropriate remedial steps to prevent further harassment, including disciplinary action. Moreover, because ECB expects you to take advantage of the protection the Anti-Harassment policy offers, we will take steps to help that no retaliatory action is taken against you (or the employee you report has been subjected to harassment) for reporting the harassment.



You have several options as to how to report harassment. You may speak with your immediate supervisor or any manager, and to Human Resources at ECB. Alternatively, you may choose to report the incident to the Human Resources at ECB. Your Human Resource contacts include:

**Telephone Number 850-475-1555**

Once ECB receives your report, it will investigate the complaint. In conducting the investigation, ECB will disclose the nature and parties involved in the complaint only on a limited, need-to-know basis. However, after you report the harassment, we will follow up to help ensure that you are not subjected to any form of retaliation. Retaliation, like harassment, violates ECB policy, and will not be tolerated.

Our Commitment to an Effective Anti-Harassment Policy

We have made every effort to draft an Anti-Harassment Policy that is both effective and accessible. However, if you at any time believe that ECB has not met its obligations with respect to implementing the policy, or you believe that the protections of the policy are not readily available to you, please notify the Human Resources Manager. We value your input, and hope that we can work together to make this an environment free from harassment.

Under Title VII of the Civil Right Act, Sexual Harassment is ILLEGAL. ECB believes all employees, children, parents, and any other visitors have the right to be free from, and the duty to refrain from, harassment in any form. Offenders are subject to disciplinary action up to and including discharge.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or created an intimidating, hostile, or offensive work environment. Hostile commentary about an individual's race, religion, gender, disability, or personal appearance all constitutes harassment. Some examples include:

- Verbal: Offensive jokes and language (includes profanity), threats, sexual comments, innuendo, requests for sexual favors, and suggestive comments regarding and Individual's body.
- Non-Verbal: Staring at a person's body, leaning over someone at a desk, offensive gestures or motions, circulating letters or cartoons, leering, ogling, blowing kisses, licking your lips, winking at co-workers.



- Physical: Touching, holding, grabbing, hugging, kissing, patting, rubbing, or pinching. May also include neck/back rubs. Any blatant physical behaviors may violate laws.

If you feel you are being harassed, or if you have knowledge of another person being harassed, report the situation to any designated Human Resources staff member immediately. All complaints will be investigated expeditiously and professionally with every attempt being made to keep information provided in the complaint and the investigation process confidential to the full extent permitted by the circumstances. ECB will undertake immediate and appropriate corrective action, including discipline, upon determination of harassment. ECB will not tolerate retaliation against anyone who complains of harassment or anyone who participates in an investigation.

## **UNACCEPTABLE ACTIVITIES**

Unacceptable activities on for ECB employees include, but are not limited to:

- Failure to observe proper work schedules with regard to starting times, break times, and quitting times;
- Theft, vandalism, or careless destruction of ECB and/ or the Client Company's property, property belonging to a fellow employee, or property belonging to a customer/vendor;
- Drinking, using, possessing, or selling intoxicants, narcotics, illegal drugs, or unauthorized use of Illegal or prescription drugs on ECB and/or the Client Company's property (including testing positive for illegal drugs);
- Use or possession of firearms;
- Gambling during working time or on company time;
- Performing work of a personal nature on company time;
- Fighting on ECB and/ or the Client Company's property;
- Insubordination or willful disregard to supervisor's instruction;
- Excessive absenteeism and/or tardiness;
- Fraudulent statements on employment application or job records;
- Willful violation of security or safety rules, including failure to wear required safety equipment;
- Use of abusive, threatening, hostile, or profane language or actions toward coworkers or others:
- Any act of harassment (sexual, racial, or otherwise);
- Dishonesty, including the unauthorized possession or taking of ECB and/or the Client Company's property or property of others (co-workers, visitors, customers, vendors, etc.);



- Divulging of information of a nature that would be advantageous to a competitor, customer, or supplier, or detrimental to ECB and/ or the Client Company, their employees, customers, suppliers, etc.
- Failure to provide adequate information and cooperation concerning an absence necessary to ensure position coverage or to determine absence/leave status.

## **DISCIPLINARY ACTION & TERMINATION**

Disciplinary Actions: Open communication between management and employees and the establishment of a friendly cooperative work atmosphere go a long way toward eliminating serious disciplinary problems. If, however, disciplinary problems do arise, ECB will make every effort to ensure that employees have a thorough understanding of ECB policies and an awareness of what is expected in the area of job performance.

Verbal Warning: Before a written warning is issued, a verbal warning may be given to the employee (a written warning may be issued without first receiving a verbal warning). A text of the verbal warning will be placed in the employee's personnel file.

Written Warning: If improvement is not made within the time period granted in an earlier warning, or if an infraction is deemed serious enough, a written warning is issued. Written warnings will be reviewed with the employee and placed in his/her personnel file. If the employee fails to improve by the date given on the warning, other disciplinary action, including suspension or termination, may result.

It is the policy of ECB to retain the services of all employees who perform their duties efficiently and effectively. However, it may become necessary under certain conditions to terminate employment.

Types of termination include layoff, discharge due to performance, disciplinary discharge, or voluntary termination. ECB reserves the right to terminate employment at our discretion and to forgo progressive discipline in certain situations.

Layoff or Reduction in Force (RIF): Termination of employment on the initiative of ECB because of business necessity, normally lack of work. Laid off employees are subject to recall if business conditions improve.

Discharge due to performance: Termination of employment related to the quantity or quality of employee's work. No severance pay will be given.

Disciplinary Discharge: Termination of employment for reasons of misconduct or willful negligence in the performance of duty. No Severance pay will be given.



Voluntary Termination: Employees who resign from ECB are expected to give at least two week's notice. This written notice should be submitted the Client Company. Failure to give proper notice will become part of the employment record and will be noted in any reference request.

## **UNEMPLOYMENT COMPENSATION**

ECB is a covered employer and pays taxes for unemployment insurance purposes. An employee who is separated from ECB may be entitled to unemployment insurance benefits if certain requirements (prescribed by the state) are met. Employee information regarding state unemployment insurance benefits is posted in the Company to ensure that a termination form is completed in order to determine whether a terminating employee is eligible for unemployment compensation.

## **ADA COMPLIANCE POLICY**

ECB Services, Inc. is committed to providing accommodations for eligible individuals with documented disabilities as defined by federal, state, and local law in the most timely and effective manner possible. ECB Services, Inc.'s intent is to ensure that every employee and/or applicant for employment who makes a request for accommodation under the ADA or Rehabilitation Act (for federal and quasi-federal employers only) is promptly and properly advised of the accommodation process. ECB Services, Inc. is committed to following the requirements of the ADA and all appropriate federal and/or state laws, rules and regulations.

All requests for accommodation from employees are to be submitted in writing on the appropriate form(s) and with the appropriate supporting documentation for consideration and/or review. The review of the request may, at the discretion of the Company, include an evaluation and determination of the scope of the disability and, if appropriate, a request for additional medical documentation, examinations and/or opinions. Accommodation decisions may be appealed through the designated appeals process.

## **II. DEFINITIONS**

**Individual with a Disability.** Both state and federal laws provide definitions of "handicapped" individuals. Since these laws were written, "individual with a disability" has become the preferred term. For purposes of this policy, the term "disability" is used with the understanding that it has the same meaning as "handicap" in state and federal laws.



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Americans with Disabilities Act of 1990 (42 U.S.C. sec. 12101): The term "disability" means with respect to an individual:

- A physical or mental impairment that substantially limits one or more of the major life activities of such an individual;
- A record of having such an impairment; or
- Being regarded as having such an impairment.

Federal Rehabilitation Act of 1973 (Section 504): A person is "handicapped" within the meaning of Section 504 (85.3) if he or she:

- Has a mental or physical impairment which substantially limits one or more of such person's major life activities;
- Has a record of such impairment; or
- Is regarded as having such an impairment.

State Fair Employment Act (Section 111.32): "Handicapped individual" means an individual who:

- Has a physical or mental impairment which makes achievement unusually difficult or limits the capacity to work;
- Has a record of such an impairment; or
- Is perceived as having such an impairment.

Major Life Activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

**Qualified Individual With A Disability.** An individual with a disability whose experience, education and/or training enable the person, with reasonable accommodation, to perform the essential functions of the job.

**Reasonable Accommodation.** The effort made to make adjustments for the impairment of an employee or applicant by structuring the job or the work environment in a manner that will enable the individual with a disability to perform the essential functions of the job. Reasonable accommodation includes, but is not limited to, making facilities accessible, adjusting work schedules, restructuring jobs, providing assisting devices or equipment, providing readers or interpreters, and modifying work sites.

**Undue Hardship.** An employer is not required to make an accommodation if it would impose an undue hardship. The concept of undue hardship includes any action that is unduly costly, extensive or disruptive.



### III. PROCEDURES

#### A. Applicants for Employment

1. All applicants who are invited for interviews will be informed by the Company that they can request accommodations for interviews and how to make the request.

a. The following paragraph will be included if a letter is used as part of the interview scheduling process:

"It is the policy of the ECB Services Inc. to provide reasonable accommodations for qualified persons with disabilities who are employees or applicants for employment. If you need assistance or accommodations to interview because of a disability, please contact me at [FILL IN THE ADDRESS OR TELEPHONE NUMBER OF THE PERSON SIGNING THE LETTER THIS MAY BE THE HUMAN RESOURCES REPRESENTATIVE, DEPARTMENTAL ADMINISTRATOR, OR SUPERVISOR, WHOEVER IS APPROPRIATE]. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodations to a person's disability."

b. If all interview arrangements are made by telephone, this information will be given as part of the telephone conversation.

c. After being told what the hiring process involves, applicants may be asked whether they will need reasonable accommodation for the hiring process.

2. Applicants may not be asked questions that are likely to elicit information about or that are closely related to a disability, including whether an applicant has a particular disability. However, applicants may be asked whether they can perform any or all job functions, including whether applicants can perform job functions with or without reasonable accommodation.

3. Applicants may not be asked whether they will need reasonable accommodation to perform the functions of the job, but may be asked to describe or demonstrate how they would perform the job, as long as all applicants are asked to do this. However, if an applicant has a known disability, either because it is obvious or because the applicant has voluntarily disclosed a hidden disability, he/she may be asked to describe or demonstrate how he/she would perform the job functions, even if other applicants have not been asked to do so. Applicants may be asked whether they need reasonable accommodation and what type of accommodation to perform the job functions if it is reasonably believed the applicant will need the accommodation because of an obvious disability or if the applicant has voluntarily disclosed a hidden disability.



4. Qualified applicants cannot be denied employment solely on the basis of a need to provide a reasonable accommodation. However, if an applicant who receives a tentative job offer cannot reasonably be accommodated, the offer must be rescinded.

5. Applicants who have received job offers will make accommodation requests using the Reasonable Accommodation Request Form (see form at the end of this policy).

### **B. Employees**

6. Employees will be told about their right to request reasonable accommodations.

7. Each employee shall be informed of the right to request reasonable accommodations in the letter of appointment and/or in any employee orientations.

8. All requests for reasonable accommodations must be in writing using the Disability Accommodation Request Form. Supervisors receiving verbal requests for accommodations shall direct employees to submit their request in writing using this form. Copies are available from Human Resources.

## **IV. PROCESS**

The process for determining reasonable accommodation is designed to be an interactive dialogue, involving the supervisor, the employee or applicant, and other appropriate individuals as needed.

9. The employee or applicant needing the accommodation has the responsibility to initiate the request for the accommodation by discussing the need with the supervisor of the position. The supervisor shall direct employees to submit their request in writing using the Reasonable Accommodation Request Form. The form is then forwarded to the head supervisor.

10. If the head supervisor makes an initial decision to honor the request, he or she informs Human Resources of the decision within twenty (20) working days of the request.

11. Before making an initial decision to deny the request, the employing unit, through the appropriate supervisor, shall forward the accommodation request and relevant information and materials to Human Resources for review and recommendation. Relevant information and materials shall include, at least, the factors considered in the decision not to honor the request. If the request is



straightforward and does not involve significant issues or expenses, Human Resources will recommend that the employing unit honor the request. If the accommodation request involves issues or expenses that are significant, the Human Resources Department shall assist the employing unit in obtaining additional relevant information.

This may include, but is not limited to, the following:

- a. Meeting with the employee and the supervisor to obtain additional information concerning the request.
- b. Consulting with the supervisor to determine the essential functions of the job.
- c. Consulting with budget and purchasing specialists.
- d. Consulting with lawyers or knowledgeable government representatives
- e. With the employee's written permission, consulting with any medical or rehabilitation specialists who may be working with the individual. The employee shall be responsible for the expense of providing acceptable documentation, which may include the costs of necessary medical examinations needed to render an acceptable medical decision. If, upon review and at the sole discretion of the Company, Human Resources determines additional medical opinions are necessary, the Company shall be responsible for the additional costs.

NOTE: All medical information obtained throughout the determination process is considered a "confidential medical record," and must be solicited and received by Human Resources, who will provide only information about necessary restrictions and accommodations to managers and supervisors. All medical information and the completed Disability Accommodation Request Form will be kept by Human Resources as confidential medical records files, separate from personnel records.

12. The employing unit shall inform the employee of its initial decision regarding the request, in writing, within twenty (20) working days, using the Reasonable Accommodation Request Form. If the 20-working-day limit cannot be met, the employing unit will confer with the employee to agree on a reasonable time limit, and the employing unit shall inform the employee in writing about the extension of time.

13. The employing unit shall inform the employee of its decision to honor or deny the request using the Reasonable Accommodation Request Form. When an accommodation request is denied, the employing unit shall attach a copy of the Appeal Process, described in Part V of this policy, to the copy of the form sent to the employee.



## **V. ADA APPEALS PROCEDURE**

If an employee disagrees with the decision regarding an accommodation request, the employee has a right to appeal using the following procedure. Applicants do not have access to this procedure. They have the option to follow the usual discrimination complaint procedures.

14. A complaint should be filed in writing and contain the name and address of the person filing it and a brief description of the alleged violation of the regulations.
15. A complaint should be filed within thirty (30) days after the complainant becomes aware of the alleged violation.
16. An investigation, as may be warranted, shall follow a filed complaint. Human Resources shall conduct the investigation. These rules contemplate informal but thorough investigations affording all interested parties and their representatives, if any, the opportunity to submit evidence relevant to a complaint.
17. A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the investigating staff member and a copy sent to the complainant no later than 30 days after its filing.
18. The staff member who investigated the complaint shall maintain the files and records of the Company related to the complaint filed.
19. The complainant can request a review of the case in instances where he or she is dissatisfied with the resolution. The request for review should be made within ten (10) days to the CEO's designee. The CEO or the CEO's designee shall respond to the complaint in writing within thirty (30) days.
20. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies, such as filing an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
21. These rules shall be constructed to protect the substantive rights of interested persons, to meet appropriate due process standards and to assure that ECB Services, Inc. complies with the ADA and implementing regulations.



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## **DRUG FREE WORKPLACE POLICY**

### **I. STATEMENT OF POLICY**

ECB, hereafter known as "the company," strives to provide a safe work environment and encourages personal health. In this regard, the company considers the abuse of drugs on the job to be an unsafe counter-productive work practice. Furthermore, we see substance abuse as a serious threat to our staff and customers. With these objectives in mind, we have established the following policy with regard to the use, possession, and sale of illegal drugs and alcohol at work.

Drug addiction is a complex, yet treatable disease. For this reason, our substance abuse program is targeted at alleviating the problem at the community level by involving both our employees and their families. Our commitment to eradicating substance abuse in the community reflects our firm belief that by building this community, we build our company.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and drug free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those who use drugs or abuse alcohol to seek help in overcoming their problem.

It is the company's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours on company premises (including parking lots) may be subject to disciplinary action up to and including discharge. It also includes reporting to work under the influence of alcohol or with illegal drugs in an employee system.

The use of any over the counter product that contains cannabinoids (example: hemp seed oil) is prohibited.

Drugs prescribed by employee's physician may be taken during work hours. The employee should notify supervisor if the use of properly prescribed medication will affect the employee's work performance. A prescription drug will not be tolerated.

Any and all information gathered as a result of the drug testing program is confidential and may not be disclosed except in accordance with procedures allowed under the Federal/State Statute, professional licensing regulations, or company policy.

It is the responsibility of the company's supervisors to counsel an employee whenever they see change in the performance that suggests an employee may have a problem. The supervisors may suggest that the employee seek help with that problem.

As a condition of employment, employees must abide by the terms of this policy and must notify the company in writing of any conviction of a



violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

## II. DEFINITIONS

- A. "Legal Drug" - includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured. Written confirmation from the prescribing physician is required when the M.R.O. must determine the legitimate medical reason for the prescription.
- B. "Illegal Drug" - any drug which: (a) is not legally obtainable; (b) may be legally obtainable but has not been legally obtained; or (c) is being used in a manner or for a purpose other than as prescribed.
- C. "Alcohol Abuse" - for example; blood alcohol level of .02 – Florida, .04 - Safety Sensitive, .08 - Alabama
- D. "Job Applicant" - means a person who has applied for a position and has been offered employment.
- E. "Detectable Amount" - the cut off levels established by D.H.H.S. and or A.H.C.A. for screening and confirmation.
- F. "Safety Sensitive" - these positions as determined by law, usually include positions that involve national security; health, safety; functions that require a high degree of trust and confidence; operation of company vehicles, machinery, or equipment (the mishandling of which may place fellow employees or the general public at risk in the workplace); the handling of hazardous material.
- G. "Notification of prescription and over the counter medication" - should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Office will contact you to ask you about prescriptions and over-the-counter medications you may have taken. Therefore, you may want to make a list of those medications as a "memory jogger," THIS LIST IS NOT NECESSARY. If you choose to make a list, do so either on a separate piece of paper or on the back of your copy (Copy 5). - DO NOT LIST ON THE BACK OF ANY OTHER COPY OF THE FORM. TAKE COPY 5 WITH YOU.
- H. "Donor release" - signing Step 4 in the Chain of Custody Form is your certification that you provided a urine specimen to the collector, that they have not adulterated it in any manner, that each specimen bottle used was sealed with a tamper-evident seal in the collector's presence and the information provided on the Chain of Custody Form and on the label affixed to each specimen bottle is correct.
- "Shy bladder" - inability to produce adequate urine sample within three (3) hours after consuming 40 ounces of fluid.



I. "Medical Review Officer (MRO)" - a licensed physician (medical doctor or doctor of osteopath) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history, and other relevant biomedical information.

K. "Unfit for Duty" - any worker who is unable to perform his/her assigned duties with reasonable skill and safety due to physical, emotional, or chemical purposes.

### III. POLICY AND WORK RULES

Our policy is to employ a workforce free from the use of illegal drugs, either on or off the job, and the abuse of alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. It is a Standard of Conduct of the Employees of this company that employees shall not use illegal drugs or abuse legal ones. In order to maintain this Standard, the company shall establish and maintain the programs and rules set forth here.

Refusal to take a drug or alcohol test may result in the employee forfeiting his or her eligibility for medial and indemnity benefits under State Workers Compensations and is cause for automatic termination of the employee, which may also cause denial of unemployment compensation.

#### A. General Procedures

An employee reporting for work visibly under the influence and is unable to properly and safely perform required duties will not be allowed to work. If possible, the supervisor should first seek another supervisor's opinion of the employee's status. Then the Supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is unfit for duty, the employee should be taken to a collection facility to be tested using a safe method of transportation, and depending on the extent of the observed impairment, accompanied by the supervisor or another employee. An employee such as this should not be allowed to drive to the testing facility or to their home.

B. The Initial Test screens for all drugs except alcohol shall use an immunoassay. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to find whether they are negative or need to be tested further with the **GC/MS** test. All levels equal to or exceed g the following shall be reported as positive:



<i>Alcohol (Safety)</i>	<i>0.004g/ dL (Alabama Only)</i>
<i>Alcohol (Non-Safety)</i>	<i>0.02g dL (Florida Only)</i> <i>0.05-0.08% (Other States)</i>
<i>Amphetamines</i>	<i>1000 ng/ ml</i>
<i>Cannabinoids</i>	<i>50 ng/ ml</i>
<i>Cocaine</i>	<i>300 ng/ml</i>
<i>Phencyclidine</i>	<i>25 ng/ml</i>
<i>Opiates</i>	<i>300 ng/ml</i>
<i>Barbiturates</i>	<i>300 ng/ml</i>
<i>Benzodiazepine</i>	<i>300 ng/ml</i>
<i>Synthetic Narcotic/ Methadone</i>	<i>300 ng/ml</i>
<i>Propoxyphene</i>	<i>300 ng/ml</i>

### C. Confirmation Test

A positive finding will generate a confirmation test through the GC/MS method and the results will be confidential. The employee can receive a copy of any positive test by submitting his/her request in writing. As drug-testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect or the **GC/MS** at the time of this printing are as follows:

<b>Alcohol (Safety)</b>	<b>0.004g/ dL (Alabama Only)</b>
<b>Alcohol (Non-Safety)</b>	<b>0.02g dL (Florida Only)</b> <b>0.05-0.08% (Other States)</b>
<b>Amphetamines</b>	<b>500 ng/ ml</b>



<b>Cannabinoids</b>	<b>15 ng/ ml</b>
<b>Cocaine</b>	<b>150ng/ml</b>
<b>Phencyclidine</b>	<b>25 ng/ml</b>
<b>Opiates</b>	<b>150ng/ml</b>
<b>Barbiturates</b>	<b>300 ng/ml</b>
<b>Benzodiazepine</b>	<b>150ng/ml</b>
<b>Synthetic Narcotic/ Methadone</b>	<b>150 ng/ ml</b>
<b>Propoxyphene</b>	<b>150ng/ml</b>

#### **D. Pre-employment Drug Screening**

Consistent with the company's policy opposing drug abuse and its commitment to a safe working environment, we have implemented a pre-employment drug testing policy. All job applicants at this company will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be requested to voluntarily submit to a urinalysis test at a laboratory chosen by the company after signing a consent and release form. The employee may begin work pending the result of the drug test.

This company will not discriminate against applicants for employment because of past substance abuse. It is the **current abuse of drugs** which prevents employees from properly performing their jobs and which, therefore, the company will not tolerate. All testing will be done by a **DR.HE.** and/or **A.H.C.A.** certified lab, and positive test results will be checked by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling and chain of custody will be done in accordance with the Florida Agency on Health Care Administration's rules and regulation.

#### **E. Active Employee Drug Testing**

This company has adopted screening practices to identify employees who use illegal drugs. It shall be a condition of employment for all employees to refrain from reporting to work, or working with the presence of drugs or alcohol in his or her body and to submit to drug screening:



- (1) when there is reasonable suspicion to believe that an employee is using or has used illegal drugs,
- (2) when there is a report of drug use, provided by a reliable and credible source,
- (3) when there is any mishap or accident involving, caused by, or contributed to by an employee in which injury to a person or persons (requires a physician) occurs,
- (4) where damage to property in the amount of **\$1,000.00** or greater has occurred,
- (5) upon return from extended absence of 6 months,
- (6) as part of a general physical, if required, to insure fitness for duty.

Circumstances that could be (but are not limited to) indicators of a drug problem and are considered reasonable...

- (1) observed drug use during work hours on company premises;
- (2) observable physical signs;
- (3) incoherent mental state;
- (4) marked changes in personal behavior that are otherwise unexplainable;
- (5) deteriorating work performance that is otherwise unexplainable;
- (6) accidents or other actions that provide reasonable cause to believe the employee may be under the influence.

Our company is a Drug Free Workplace for the benefit of all employees, customers and the community. State law provides for the possible denial of workers' compensation benefits for employees who are injured while working and subsequently test positive (for example: Florida rule 38F-9.001(2)(a))(W.C. Act 440.102(5))and the denial of unemployment compensation. See state summary section for the specific citation. The use of illegal drugs will not be tolerated or subsidized.

An employee bringing onto the company's premises or property, having possession of, possessing in the employee's body, blood or urine an amount above the threshold levels established by the Department of .H.5., or using, consuming, transferring, selling or attempting to sell, or transfer any form of illegal drug w 'le on company business or at any time during the hours between the beginning and the end of the employee's working day, whether on company property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for a first offense. Failure to submit to required medical or physical examinations or tests is misconduct and is grounds for discharge.



## **F. Testing**

All testing will be done by a Dr. H.H.S. and/ or state certified lab; positive and negative results will be checked by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling, and chain of custody will be done in accordance with appropriate State and Federal rules and regulations.

The company will provide to an employee (upon their request) within 7 days a written report regarding the circumstances that formed the basis for reasonable suspicion. The original and signed report will be maintained in the confidential human resource records for one year.

If a test is not collectable because of possible tampering or adulteration, a second test, will be requested. The Second test may be observed. If a test is rejected because of purposeful adulteration - the employee will be terminated.

Documentation of a positive drug test result will be placed in the employee's confidential file within five days of receipt of the positive. If an employee is tested for reasonable suspicion, documentation of this test will be placed in the employee's confidential file within five working days of the reasonable suspicion test. All information received in regard to drug testing results will be maintained in separate confidential file only be used for the purposes spelled out in this document

## **G. Random Drug-testing**

All regular full-time and regular part-time employees may be randomly tested for drugs. A computer pro am or other independent, bias free method of name selection may be used to ensure that employees to be tested are randomly selected.

## **H. Unscheduled Drug-testing**

All regular full-time and regular part-time employees may be tested for drugs at unscheduled intervals.

## **I. Extended Absence Drug-testing**

Employees who return to work after an extended absence of six (6) **months** will be required to take a drug test.

## **J. Rehabilitative Drug-testing**

Employees who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The employee must agree to follow-up drug testing for two years following a return duty and/or completion of a rehab program if he/she continued to work. Testing will consist of an initial testing then testing once each quarter for the remainder of the two years (all post rehabilitative testing will be unannounced). Employees not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment.



### **K. Routine Fitness for Duty**

The company will require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled fitness for duty medical examination that is required for all members of an employment classification or group.

### **L. Medical Review Officer**

Qualified medical personnel shall review with the employee/applicant all positive test results concerning that employee/applicant. An employee/applicant may consult with the MRO before or after being tested in order to report any prescription or non-prescription drug use. The employee/applicant may use the phone in any office or room to ensure privacy.

### **M. Education**

Education and training will be conducted in a manner required by the appropriate state regulation. Example: Alabama-employees one hour two times per year/supervisors-2 hours - signs and symptoms of drug and alcohol abuse.

### **N. Employee Assistance Program (EAP)**

The management of this company is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional & mental illness, family & marital stress, abuse of drugs & others.

Employees whose job performance is not related to a lack of skill and who do not respond to the usual disciplinary procedures are usually in need of the attention of professionals. With proper treatment many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or illnesses are ignored, they may worsen with time, rendering the person unemployable.

Confidentiality is assured. No information regarding the nature of the personal problem will be made available to a supervisor, nor will it be included in the permanent personnel file. Participation in an EAP, or another mental health or substance abuse counseling program, will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. An EAP is a process used in conjunction with discipline, not a substitute for discipline.

EAP Lifestyles Management, LLC (EAP) provides our Employee Assistance Program. Services cover a wide range of problem areas including: stress, marital, family, psychiatric and substance abuse. The service provided by EAP Lifestyles Management is



confidential and free to ECB employees. The cost of any services needed beyond EAP Lifestyle Management are to be borne by the employee.

Benefits may be accessed by calling 800-788-2077, 24 hours a day, 7 days a week.

### **O. Grounds for Discipline or Termination**

An employee bringing onto the company's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood, or urine in the amount set forth in Section B, purposely tampering or adulterating a specimen, or using, consuming, transferring, selling, attempting to sell or transfer any form of illegal drug as defined above while on company business or at any time during the hours between the beginning and ending of the employee's working day, whether on duty or not, whether on company business, property or not, is guilty of misconduct and subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to the required medical and physical examinations or tests is considered refusal to test and is grounds for discharge from employment.

This company will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.

In the case of shy bladder or shy lung, the employee will have 7 working days to secure documentation from their physician establishing the physical condition.

In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnoses such as typical anxiety are not acceptable.

Employees tested for reasonable suspicion may be suspended without pay or placed in non-safety sensitive jobs pending the results of the required test and/or investigation. An employee with a negative result will be reinstated (if suspended with full back-pay and/or return to previous duties). A positive test will result in immediate action up to and including termination of employment.



## **P. Responsibilities of the Employee**

- (1) As a condition of employment, employees must abide by the terms of this policy and must notify the company in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.
- (2) The employee must notify his/her supervisor that his/her drug or medication may affect or impair his/her judgment or job performance or safety.
- (3) The employee or job applicant must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- (4) The Employee has the right to contest the result of a positive drug test, in writing, within five (5) working days of being notified in writing of the positive test result. The employee has a right to a copy of the test result, upon request, and to have the sample taken to a certified lab to be re-tested at the employee's expense.

## **Q. Rights of the Employee/Job Applicant**

- (1) An employee or job applicant who receives a positive confirmed drug test may contest or explain in writing the result to the Medical Review Officer/company within five working days of receipt of the written test results.
- (2) The employee or job applicant has the right to consult the Medical Review Officer for technical information regarding the effects of prescription medication on the drug test
- (3) An employee or job applicant may, by written request, have the original specimen, retested at the laboratory of their choice, at their expense.
- (4) The employee can request, in writing, within seven (7) days, a written report regarding the circumstances that formed the basis for their reasonable suspicion testing.

## **R. Drugs that may be Tested**

This list of eleven drugs that may be tested are listed by chemical name and brand or common name...

- Alcohol ... (booze, drink)
- Amphetamines ... (biphetamine, desoxyn, dexedrine, speed)
- Cannabinoids ... (marijuana, hashish, hash, hash oil, pot, joint, roach, grass, weed, reefer)



Cocaine ... (coke, blow, nose candy, snow, flake, crack)  
Phencyclidine ... (PCP, angel dust, hog)  
Methaqualone ... (Quaaludes, ludes)  
Opiates ... (opium, Dover's powder,  
paregoric, parepectolin)  
Barbiturates ... (phenobarbital, tuinal,  
amytal)  
Benzodiazepines ... (ativan, azene, clonopin, dalrnane, diazepam, halcion,  
librium, poxiparn, serax, tranxene, Vallum, veratrine,  
xanax)  
Methadone ... (dolophine, methadose)  
Propoxyphene ... (darvocet, darvon N, dolene)

#### **S. Subcontractor, Vendor, Consultant Requirements (Optional)**

In all future contracts with individuals or organizations that wish to do business with this company, a stipulation is to be made in the contract or purchase order that requires the subcontractor, vendor, or consultant, to have a substance abuse policy. The employees of such subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as the employees of the company. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the company's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the company is not satisfied with the actions of the subcontractor, vendor, or consultant, the company can exercise its right to bar all of the subcontractor's employees from its premises or decline to do business with the subcontractor in the future. All expenses and penalties incurred by a subcontractor, vendor, or consultant as a result of a violation of the company's substance abuse policy shall be home by the subcontractor, vendor, or consultant.

#### **IV. CONCLUSION**

This company's Drug Free Workplace Policy is not intended to be abusive or discriminatory nor to co conflict with any public policy. This company considers drug testing to be only one of several steps to a safe, healthy, and productive atmosphere for its employees. This policy is available for inspection by e job applicant or employees during regular business hours. This policy supersedes any information provided to applicants and! or employees either written or oral and reserves the right to change the provisions of this policy and testing program at any time in the future without prior notice and does not constitute a contract for employment.



## **EMPLOYEE BENEFITS**

**All ECB employees are entitled to the following benefits:**

### ***Supplemental Insurance***

Choice of Mini Medical Plans, Dental, Vision, Short Term Disability Income Protection Insurance, Long Term Disability Income Protection Insurance, and Term life Insurance with Accidental Death and Dismemberment available through ECB at discounted rates. Premiums are payroll deducted and qualify for pretax treatment.

### ***Employee Discounts***

ECB has negotiated special employee discounts with area merchants. For example you could receive 10 % off at local Restaurants, Coffee Shops, Heating and Air services, Automotive Repair Companies, Electric Repair companies, Floral and Gift Arrangement companies, Hair Salons, and Full Service Banks. The list of participating companies continues to grow. To see a full list of these wonderful places please visit us at [www.ecbservice.com](http://www.ecbservice.com) or call 850-475-1555 ext 3

### ***Payroll Deduction Employee Holiday Savings Plan***

All employees are eligible to participate in a special payroll deducted holiday savings club. Contributions are deducted from each payroll and employees receive a check in December or earlier if they have unusual circumstances or terminate employment. If you would like to participate in the holiday savings plan, please see your job site employer for the appropriate deduction authorization form.

### ***Employee Assistance Program -***

We have chosen to use EAP Lifestyles Management, LLC (EAP) for our Employee Assistance Program. EAP has a worldwide provider network which will provide a higher level of satisfaction for our employees and clients. Services cover a wide range of problem areas including: stress, marital, family, psychiatric and substance abuse. Benefits may be accessed by calling 800-788-2077, 24 hours a day, 7 days a week

### ***Tuition Reimbursement***

Employees who have completed one year of full time service with ECB Services are eligible to receive reimbursement of 50% of college tuition up to \$250 per year. Courses taken must be job related and approved in advance. Courses must also be taken at an accredited institution and college credit must be granted.



***Adoption Assistance***

Employees who have completed one year of full-time service with ECB Services, and who adopt a child through a state-approved agency, may be reimbursed up to \$500 for legal fees incurred in that adoption. Step-children do not qualify.

***Credit Assistance***

**Consolidated Credit Counseling Services, Inc.** is a non-profit organization that provides financial counseling for families and individuals with serious debt problems. A counselor will review your financial condition with you, help you design a manageable budget to suit your needs, help you put your budget to work, and monitor your progress recovery. Please call 800-210-3471 to speak to a Certified Counselor or access our web assistance at <http://www.budgetlounge.com/ecb/default.aspx>