

# **CMA Group LTD**

## **Team Member Handbook**

**July 11, 2020**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Stepping Stones Learning Center of Littleton (SSLC) will be rewarding and challenging. We take pride in our SSLC Team as well as in the products and services we provide.

SSLC complies with all federal and state employment laws, and this handbook generally reflects those laws. SSLC also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all staff. When questions arise concerning the interpretation of these policies as they relate to staff who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. SSLC reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact management.

A more personal note from the owners: We realize that this handbook contains all of the "nitty gritty", business side of things. We know that at times this job, though rewarding, can also be challenging and take a toll on us. We are here to support you, and build up your work environment so you can be a part of an organization that you are proud of. We want you to enjoy coming to work! Let's all work together to build up each other, and our wonderful program!

We wish you success in your employment here at Stepping Stones Learning Center of Littleton!

All the best,

Ashley and Meredith, Co-Owners

### 1.2 At-Will Employment

Your employment with SSLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave SSLC at any time, with or without notice and with or without cause.

Nothing in this handbook or any other SSLC document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owners have the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by one of the owners.

If a written contract between you and SSLC is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 Company Facilities**

#### **STAFF COMMUNICATIONS**

The following numbers are not to be shared with any entity outside of Stepping Stones Learning Center of Littleton.

Ashley Henshaw, Owner/Co-Director 720-244-6879

Haley Orsborne, Co-Director 720-883-8741

Brandi Kean, Assistant Director, 720-589-4343

Meredith Tally, Owner/School Age Coordinator 303-517-3264

The preferred method for contact is via our messenger app, Homebase. Please direct any messages regarding your schedule or the daily operations to Ashley, Haley, and Brandi.

Off Site Emergency Location: In the event of an emergency where it is necessary to move away from the center, we will meet at the Jefferson County South Service Center  
11139 Bradford Rd. Littleton, Colorado 80127

### **2.2 Ethics Code**

SSLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and team members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.3 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including CMA Group LTD policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

CMA Group LTD is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Job Descriptions**

CMA Group LTD attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Manager.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to team members.

If you have any questions regarding your job description or the scope of your duties, please speak with your Manager.

Below are some standard elements of all jobs at this company:

#### **Teamwork and Expectations**

Staff should be friendly and energetic at all times. Many responsibilities are placed on childcare employees, but it is important that they remain positive and flexible as the needs of children, families, and the school change. Creativity and resourcefulness are assets in planning curriculum and devising the best way to utilize resources available. Staff should be willing to help each other out, and collaborate, by sharing resources, activities, ideas, and more. We expect our staff to support the philosophy and policies of our school, and our staff. Please no complaining over the chosen menu items, we have worked hard with kitchen staff and other management members to create a menu that is healthy, cost effective, and sustainable. Understand that a negative attitude and gossip will not be tolerated and may be grounds for disciplinary action, including being placed on probation or immediate termination.

#### **Communicating with Families**

All parents and children should be greeted in a friendly manner upon entering and exiting the classroom. All families should be treated with kindness and respect, in an equal manner, and staff must be respectful and supportive of cultural differences. Interactions with families should be positive and reassuring. Additionally, HIPPA regulations require that you do not share names or likenesses of other children in an adverse manner. Please protect each family's privacy! No personal information regarding families shall be disclosed to other staff members, other families, or individuals outside of our center environment.

You must use Brightwheel to communicate information about each child's day, as well as to conduct name to face activity any time your students exit or enter a new area of the facility. Be sure to give these to families as they pick up their children. At the minimum, Brightwheel must be used to record all name to face activity, all diaper/toileting for children under the age of 3.5 years, all meals, pictures and/or videos once daily, and no less than a quick paragraph about the child's day and learning activities. Lesson plans MUST be posted outside of each classroom, every Monday. Any necessary information should be relayed during teacher transitions so as to ensure complete and consistent communication.

#### **Classroom**

Stepping Stones Learning Center should be a learning environment at all times. Be creative in finding ways

to make an activity a learning experience, always watching for teachable moments. Teachers must plan all classroom activities and post a lesson plan outside their door, on the bulletin board, for parents and coworker to view. Remember to keep all activities developmentally appropriate. Project art is fun, but there should be no less than 3 sensory and process art projects in each classrooms lesson plan each week. A daily routine should be established, posted outside the door, and include transitions that will ease the children from one activity to the next. Each child is to be treated as a valued individual. Speak with the child in a kind and respectful manner, and ask many open-ended questions. Children should be encouraged to participate in hands on activities, and do things for themselves. Observations of the children should be completed periodically and placed in each child's folder to show their progress. Every teacher should obtain a copy of Colorado's Early Learning and Development Guidelines, and include learning activities that align with the guidelines. You can download a copy by visiting <https://www.cde.state.co.us/ea...>

## **Pride and Responsibility**

We are proud of our environment, staff, and program and we expect our staff to have a same sense of pride in their work. If you see trash lying around, please pick it up. When new families, or currently enrolled families, pass you or enter your classroom or play area, please greet them. When outdoors, if there are wood chips on the sidewalk, please take a moment to sweep them back. If you notice paper towels or other supplies are low, take a moment to refill or communicate with management that refilling or reordering is needed. If you use the coffee pot, please refill the water reservoir and dispose of your used pods. We appreciate all that our team does, and if we can continue to work together to even take care of small tasks, it benefits all of us as a whole.

Teachers are expected to manage their classrooms, by respectfully guiding and communicating with aides and assistants, as well as with the parents of enrolled children. Things such as supplies needed or afternoon snacks can be difficult to manage and schedule if a teacher is not speaking with parents and either requesting that the whole class send individual snacks, or that parents who have not signed up yet please do so, and perhaps suggest certain days or ideas. If a lead teacher is not seeing behavior or practices that are desired in his or her classroom, they should speak to the staff and communicate clear expectations in a professional manner, before coming to management to voice complaints or concerns. We are more than happy to hear your concerns and input, and welcome this communication, but one of the first questions we will ask is "did you communicate this in your classroom, and what was the result?" We strongly believe in teamwork and staff development, and two of the best ways to do so are to communicate and lead!

## **Guidance**

Guidance should focus on teaching children the correct behavior, rather than punishment. Teachers must refrain from using an abusive tone or uncontrolled volume of voice. Logic and natural consequences should be used to enforce classroom rules, and if necessary, time out (within age appropriate time limit) or a visit to the office is appropriate. Please limit the use of the word "no" and substitute other words that will be more helpful in guiding the children to appropriate actions and behaviors. Additionally, when offering guidance, teachers should get down to the child's level, and encourage eye contact. Ask open-ended to questions to seek the reason behind the child's behavior, and to find considerate solutions.

## **Energy Conservation and Cleanliness**

When not in the classroom, please turn the lights off. Also, keep the door to the hallways closed at all times to keep the cool or warm air in your room.

During business hours, it is the staff's responsibility to keep their room and the center clean and sanitary. All surfaces must be kept clean and free of debris, including walls, tables, counters, and floors. If the trash is full or smells, it must be taken out. Children need to be kept clean as well. Keep faces clean after eating, hands washed frequently throughout the day and after any activity that requires it. Hand washing may need to be monitored to avoid excessive water or soap usage. Noses should also be wiped immediately, when needed. Diapers need to be changed a minimum of every two hours, more often if soiled or excessively wet. Potty accidents occur at all ages, and children who have had accidents are to be given assistance cleaning up, and treated with understanding and kindness. If a child needs assistance wiping, it is the teacher's job to do so. Plastic gloves are to be worn when diapering or helping with wiping, and they are to

be disposed of properly in a plastic bag, and thrown away in the trash.

Staff must follow all hand washing and diapering procedures, as taught in first aid and standard precautions. Soiled clothes must be changed immediately and placed in a bag for parents to take home. We do not rinse out or wash soiled clothing.

### Closing Procedures

1. Check attendance log to ensure that each child has been picked up
2. Tidy the room
3. Close and lock all windows
4. Pull down window shades
5. Take the laundry to the laundry room (no wet clothes can be left overnight!)
6. Take dishes to the kitchen and put them in the sanitizer (NO TOYS IN THE SANITIZER!)
7. Take the trash to the dumpster
8. Wipe tables and counter tops
9. Wipe and stack chairs
10. Sweep floors
11. Sanitize and refill sanitizer bottles
12. Ensure that the classroom cleaning checklist has been completed and teachers have initialed and signed off
13. Close the door behind you, after you ensure windows are shut and locked, and turn off all lights

### Outside Time

Before going outside, ensure that all children are properly dressed for the weather. Sunscreen should be applied each time, before going outside and re-applied every two hours (more often if water play is involved). If the weather is cool, coats and other winter wear shall be worn. Children may take off outer wear if they get too warm. During severe weather, do not take children outside... (Extreme heat or cold, thunderstorms, snow, rain, etc). Children will instead have time to play in the gym. Teachers must position themselves appropriately so they can see all children, as well as interact with them. All ratio rules remain in effect at this time. It is a good idea to encourage children to use the potty before going outside.

### Laundry

Each classroom is assigned a laundry day when their bedding is washed. Staff should bring all laundry to the laundry room ASAP. If time allows, please start your load, even if it requires moving laundry from the machines. Clean laundry should be placed in white baskets. The red and black baskets are for use in classrooms and are only for dirty laundry. It is the staff's responsibility to keep the laundry going to prevent backlogs. Please ensure that wet laundry is not being left over the weekend, or overnight.

### Kitchen/Food

Staff can access the kitchen to get supplies. In the closet, you can find band aids, diaper wipes, tissues, and gloves. Ice packs are kept in the freezer in the milk fridge, and once used, they must be rinsed and placed in a new Ziploc bag. Plates, napkins, bowls, cups, and utensils are kept in the kitchen as well.



Stepping Stones Learning Center serves a morning snack, and lunch, and families provide an afternoon snack, either for their child individually or they may participate in community snack sign ups. Meals must be available for a full 30 minute period, and seconds must be available to all children. If there is not enough food on the cart, more can be brought to the classroom. Children must be served a full serving of all components provided, but may choose not to eat everything offered. Staff is encouraged to eat a serving alongside the children. After meals, staff is responsible for cleaning up after the meal, in the classroom, and placing all dishes and uneaten food back on the tray. Make an effort to scrape as much food as possible into the trash can, and be sure to take your classrooms diaper and food trash out mid-day. The tray can be placed in the hallways, outside of the classroom, as you should not leave your classroom. Since our cook leaves in the afternoon, teachers are responsible for general cleanup of the afternoon snack. Dishes must be loaded into the sanitizer, trash thrown away, snack trays brought back to the kitchen, etc.

Staff may not store and provide personal food with the children. Staff lunches occur mid-day, often during children's naps. Due to food allergies, staff must wait to eat their lunches until they are clocked out and away from the classroom, unless you are eating the center provided lunch, with the children.

## **Illness**

If a child becomes ill during the day, management will call for a sick child pick up. If staff has concerns or questions about a child, he or she may gain permission from the director to contact families via the center's phone or Brightwheel. Personal cell phones may not be used to contact families.

## **Child Abuse Reporting**

You have a legal obligation to report situations where a child's physical or mental health or welfare has been or may have been adversely affected by abuse or neglect. All employees will complete mandatory reporter training before beginning employment, to inform them of their responsibility to report any suspicion of abuse or neglect, and how to go about doing so. Additionally, any suspicions of child abuse should be brought to the attention of the director and owners.

## **Classroom Assignments/ Scheduled Hours**

As enrollment changes, we may need to change your classroom assignments as well. We will attempt to keep each employee in the age group and classroom that they prefer, but this is not always a possibility. Employees may express that they wish to apply for a position opening within the center. Classroom assignments may depend on the qualifications of the job, past job performance, and the compatibility of staff. Your scheduled hours may also vary depending on enrollment needs. You must maintain open availability to be scheduled within all business hours, unless a prior, written agreement exists between the employee and management. Your scheduled clock out time is an estimate, but depending on the day to day operations, and the legal need to remain in compliance with CDHS licensing rules and regulations, you may be required to stay past your scheduled time. We will make every effort to adjust your schedule so you do not work more than 40 hours a week.

## **Staff Meetings**

At times, we may feel it is necessary to have either voluntary or mandatory meetings. Staff will be paid for attendance to mandatory staff meetings. If you believe we need to call a staff meeting, please discuss with the director or owners. All employees will be informed via text, email, or in person if a meeting is scheduled, and whether or not it is mandatory or voluntary.

## **Use of Brightwheel/Name to Face**

Each classroom is assigned one tablet. These tablets are to be used only for operations involving the center, and the care of children. Brightwheel is our parent communication app, and can be used to create a digital daily report, check children in and out of the classroom, keep track of diapering/eating/toilet habits, message with families, and send pertinent information/photos and videos. You will also use Brightwheel to conduct regular name to face procedures. You can do so by following these steps:

Name to Face is an internal documentation (only staff will see it in the child's feed) that allows you to

document a child's whereabouts without notifying their parents. This is handy for short visits to other parts of your center (playground, other classrooms, etc.) All their activities will log in the same feed, no matter what room does the documentation.

When a child is going to be temporarily leaving their home classroom, you can mark them Away.

- From the home screen, access the Activity wheel and choose Name to Face.
- Select a child or a group of children.
- Select Away and add an optional note (For example: "Group A is on the playground.")
- When they return, you will select Name to Face again, and then mark them as Here.
- When leaving/entering the classroom, first conduct a Name to Face in Brightwheel, then count the number of children and write this number, along with the date and time, on the whiteboard in your classroom.

### Homebase

Homebase is an app that is also found on the classroom tablets. This app will be used for us to send out any information from staff to staff, such as a change in the menu, a notification of a child's absence, or if a staff member needs assistance from the floating lead or management team (such as a bathroom break needed). This can be especially handy, as all staff are required to read and become acquainted with the rules and regulations set by the Division of Early Care and Learning, including those that involve staff qualification and ratios within the classroom. Please remember, the tablets and apps are not for personal use. The apps and tablets are only to be used to assist in the daily operation of the center, and the care of the children.

Ratios: Please ensure that you are always within ration within your classroom. Notify management if assistance is needed, in order to do so. The CDHS outlines the teacher to child ratio as follows-

1:5 infants and toddlers, maximum group size of 10 children

1:7 twenty-four to thirty months of age, maximum group size of 14 children

1:8 Thirty months to 35 months, maximum group size of 16 children

1:10 Three years of age, maximum group size of 20 children

1:12 Four years of age, maximum group size of 24 children

1:15 Five years of age and up, maximum group size of 30 children

### **3.3 New Hires and Introductory Periods**

The first 120 days of your employment is considered an introductory period. During this period, you will become familiar with CMA Group LTD and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.4 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services

proving identity and employment authorization no later than the third business day following the start of employment with CMA Group LTD. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Additionally, per the requirements set by Colorado's rules and regulations regarding child care center, you will be required to obtain 3 background checks, with an authorized vendor (we use Identogo). Please see the following information, provided by the CDHS:

**Colorado applicants** are required to participate in a criminal background check and a child abuse and neglect records check.

**Criminal Background Checks:** This is a fingerprint-based criminal history record check through the Colorado Bureau of Investigation and the Federal Bureau of Investigation to determine if the applicant has been convicted of any criminal offenses that are identified in the Colorado Child Care Licensing Act. The check is completed for employees and owners of a licensed child care facility, including Family Child Care Homes. The individual providing care in the Family Child Care Home and anyone living in that home will need to complete a background check.

**Child Abuse and Neglect Records Check:** This is a check of the Colorado Department of Human Services' (CDHS) Trails database for confirmed reports of child abuse or neglect. This check is done when a typewritten request and fee is submitted to the BIU for people requesting this information.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance Policy**

CMA Group LTD reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

It is expected that all staff report to work at their scheduled time. The weekly schedule is posted on Homebase. If a staff member feels they cannot report for his/her shift, it is the staff member's responsibility to find coverage. Any staff member reporting an absence must contact the management team, via Homebase, no less than 2 hours prior to their scheduled shift. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Continued tardiness will not be tolerated, and excessive tardiness may result in dismissal. No call/no shows are unacceptable, and will likely result in immediate termination. Unless it is an absolute emergency, we do ask that you attempt to arrive for your shift and we will make every effort to send you home as soon as possible.

### **4.2 Business Expenses Policy**

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at CMA Group LTD.

Approved business expenses are the reasonable and necessary expenses incurred by team members to achieve legitimate business purposes that are not covered by normal Company procurement processes.

*Classroom Supplies: Basic supplies are stocked for the staff to use within classrooms. Any special requests are welcome and will be reviewed by the director and owners. Please make requests in advance so we have plenty of time to obtain supplies. Not all requests can be honored. If you wish to make a special purchase for your class and would like to gain reimbursement, please speak with us in advance if possible. Otherwise, we will make an effort to honor reasonable reimbursement requests.*

**Staff Development:** We believe in building up our staff, and aiding in your continuing education. If you are interested in taking classes that will grant you job-related qualifications, we are happy to discuss providing a loan to pay for your training. This loan will need to be repaid over the next 12 months, and we will take payments out of your paychecks during this time. If you leave Stepping Stones Learning Center before this loan is repaid, the full balance is due immediately.

**Required Training and Background Checks:** All staff must complete 15 hours of continuing education each year. The director will offer free, relevant CE, when able to and staff members are encouraged to participate.

Certain training is mandated by the CDHS/State licensing department. Training must be completed before the expiration date. If you fail to complete mandatory training when it is offered by the center and your training expires, you may be responsible for paying for your own training and failure to keep up on training may result in an unpaid leave of absence until training is complete. Current examples of mandatory training include Standard Precautions, CPR/First Aid, Medication Administration and Delegation, Mandatory Reporter, Safe Sleep/SIDS Prevention, Abusive Head Trauma Prevention, Emergency Procedures, Diapering and Hand washing Procedures, Fire Extinguisher, and Emergency Action Plan. Not all staff are required to have all of the above mandatory training. Training is based on staff's role and classroom assignment.

Employees are required to submit, and pay for, background checks that are required according to the CDHS Rules and Regulations. These include TRAILS Abuse and Neglect records, along with CBI/FBI Fingerprinting. Additionally, staff is required to maintain, and is responsible for the payment of, CPR/First Aid certification, from an approved vendor.

### **4.3 Direct Deposit**

CMA Group LTD requires all team members to enroll in direct deposit. You will receive the necessary onboarding paperwork on your first day of employment.

You will be able to view your pay stubs by logging into Paychex Flex. Prior to your first pay day, you will receive an invitation to set up your account. You will also obtain your annual tax information through this service.

### **4.4 Introduction to Wage and Hour Policies**

At CMA Group LTD, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager.

Stepping Stones Learning Center is a small business and does make a reasonable effort to offer health benefits and retirement plans. All employees are enrolled in our 410(k) plan, and may choose to opt out. We offer a primary care membership, through PeaMed. Please ask management for more information.

Although not guaranteed, management will attempt to provide employees with an annual cost of living increase. Raises will be based on merit, job performance, and responsibilities. Employees are not eligible for any wage increase until the anniversary date of becoming a permanent employee. Employees become permanent employees after they complete a 120 day introductory period. Your first evaluation will be conducted at the end of your probationary period, and will be conducted annually thereafter.

Employees may not accrue overtime unless given prior authorization. If you are not clocking in or out at your scheduled time, you will not receive overtime pay if you did not first gain prior approval from management. In general, overtime is not allowed. You must communicate with the director or owners if you are getting close or suspect you will hit overtime so we can rearrange staffing for the week.

### **4.5 Paycheck Deductions**

CMA Group LTD is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions

(Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Manager. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

#### **4.6 Posting of Work Schedules**

All work schedules will be posted on Homebase and/or Paychex Flex no later than Friday evening, for the following week. No time off requests may be accommodated once the schedule has been published. You may request to swap shifts with another employee, but shift swaps must be approved by management.

#### **4.7 Recording Time**

CMA Group LTD is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Company has complete and accurate time records and that team members are paid for all hours worked, nonexempt team members are required to record all working time using Company timekeeping application-Flex. Exempt team members may also be required to track days or time worked. Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.8 Use of Employer Credit Cards**

All team members in the possession of a credit card issued by CMA Group LTD will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Manager.

Submit all sales receipts generated by use of the Company credit card weekly to owners. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 2 days.

Immediately report lost or stolen Company cards to your Manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

CMA Group LTD will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Open Door/Conflict Resolution Policy**

CMA Group LTD strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.3 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at CMA Group LTD is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Manager. Failure to adhere to this policy may result in discipline up to and including termination.

Additionally, in order to keep professional relationships with our enrolled families, staff may not interact with families outside of work, unless they had a personal relationship with these families before they entered into a professional relationship or are providing care to enrolled families during center closures. This includes relationships on social media. Staff may not poach families. Employees may not seek or take employment with any of the clients of SSLC for at least one calendar year post employment without prior approval of the licensed provider. Failure to abide by this policy will result in legal action to seek damages.

### **5.4 Performance Improvement**

CMA Group LTD will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your Manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.5 Resignation Policy**

CMA Group LTD hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

The Company requests that you provide a minimum of two week's notice of your resignation. Provide a written resignation letter to your Manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Company will pay separated team members in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation]. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **5.6 Standards of Conduct**

CMA Group LTD wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited

to, job applications, personnel files, employment review documents, intra-company communications, or expense records.

- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All team members required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. CMA Group LTD may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of team members, visitors, and others, CMA Group LTD has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other



team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Manager.

### **6.3 Off-Duty Use of Employer Property or Premises**

You may not use CMA Group LTD property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Manager. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### **6.4 Payroll Advances and Loans**

SSLC discourages employee requests for payroll advances or loans. If you need an advance or loan against your paycheck for emergency reasons, consult with upper management. You are encouraged to make use of Payactiv, which allows you to draw from your earned hours, prior to payday, for a small fee. Payactiv will take effect by the end of July, 2020.

Before the Company will agree to advance wages or loan money, you will be required to fill out a promissory note acknowledging the advance or loan and setting forth the terms for repayment, including any interest. You will also be required to authorize in writing deductions for repayment directly from future paychecks and to pay the full amount of the advance or loan upon termination of employment as permitted by applicable law

### **6.5 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of CMA Group LTD. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work. Modesty is required. Clothing must cover your entire midriff, may not be low-cut, and shorts/skirts must have a minimum 4 inch inseam. Undergarments are to worn at all times, and may not be visible. Any graphic or wording must be family-friendly, and sensitive to all cultures and belief systems. Close toe shoes are encouraged.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies. Products to prevent body odor, such as deodorant, are encouraged as this is a job that requires a good deal of time being physically active, and outdoors year-round.

The Company, in accordance with applicable law, will reasonably accommodate team members with

disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.6 Personal Cell Phone/Mobile Device Use**

While CMA Group LTD permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health. Personal cell phone use is not permitted at any time in the classroom, outside of our work-related apps, and may only be used during children's rest time if all job-related duties are completed (lesson plans posted, trash taken out, lunch cleaned up, toys sprayed, etc).

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices. Pictures or videos of children, staff, or any other work-related property/individuals may not be shared on any platform without prior approval from management.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. . The use of personal devices is limited to Brightwheel, Homebase, and Paychex and may be limited based on compatibility of technology. To ensure security, you must have anti-virus/anti-spyware software engaged on your personal devices.

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.7 Personal Data Changes**

It is your obligation to provide CMA Group LTD with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

## **6.8 Security**

All team members are responsible for helping to make CMA Group LTD a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from

discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Manager of any known or potential security risks and/or suspicious conduct of team members, customers, or guests of the Company. Safety and security is the responsibility of all team members and we rely on you to help us keep our premises secure.

You must be able to identify that an individual is authorized to enter the building, before allowing them to do so. If you do not recognize someone, or are uncertain of their status, please seek out management to assist you.

## 6.9 Social Media Policy

At CMA Group LTD, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company.

### Guidelines

For purposes of this policy, **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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or team members of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.

- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

## **6.10 Suggestion Policy**

At CMA Group LTD, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

## **6.11 Telephone Use**

CMA Group LTD phones are principally for work-related communications. Unless there is an emergency, limit telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is not allowed. Telephone use is subject to the Use of Company Technology Policy.

## **6.12 Third Party Disclosures**

From time to time, CMA Group LTD may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to owners. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your director.

## **6.13 Use of Employer Vehicles**

Company vehicles are to be used for CMA Group LTD business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Manager.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Manager immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

## **6.14 Workplace Privacy and Right to Inspect**

CMA Group LTD property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any team members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 401(k) Plan**

Eligible full-time employees, who are at least 18 years of age, (as determined by the terms of the plan) may participate in our 401(k) plan. Refer to your Summary Plan Description (SPD) for specifics.

Contact Ashley to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### **7.2 Continuing Education Policy and Tuition Assistance**

We believe in the continuing education of our team members. If you are interested in attending an outside class and having the Company pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the Company may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Manager approves of your attendance at a class that is not sponsored by the Company, you will be reimbursed once you have attended and paid for the class.

### **7.3 Health Insurance Policy**

CMA Group LTD offers primary care membership benefits to all full time employees who have completed his/her introductory period. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from management. Your membership is paid in part by the company, and the remainder of the costs are paid by you, through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

### **7.4 Holidays**

CMA Group LTD offers the following paid holidays each year (for full-time employees who have completed the introductory period): New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

When Independence Day, Christmas day, or New Year's Day fall on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your manager how it affects you.

You will be compensated for holidays in accordance with federal and state law.

All other company closures are unpaid, unless you choose to use personal/vacation time.

### **7.5 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Manager for clarification.

### **7.6 Paid Time Off (PTO)**

CMA Group LTD provides team members with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

#### Eligibility

All full-time regular employees, who have worked full-time hours for a minimum of 120 days are eligible to receive PTO. Employees who are part-time, but begin working full-time, must have been with the company for a minimum of 120 days, and must be working full-time hours for a minimum of 60 days, in order to be eligible.

#### Deposits Into Your Leave Account

PTO is calculated according to work anniversary.

The amount of PTO received each year is based on your length of service and [is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below]]:

- Completion of introductory period: 16 hours
- Completion of one year: 56 hours annually
- Completion of three years: 96 hours annually.

- Over five years of employment: 112 hours annually.

Part-time regular employees receive PTO time in proportion to their work schedule, but must work a minimum of 25 hours per week.

PTO granted during your first year of employment will be prorated based on your hire date. Leave Usage and Requests for Leave

Company encourages you to use your PTO time..

You must request PTO from your Manager as far in advance as possible, but at least 14 in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. Only two employees may request leave at the same time.

#### Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE: You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

#### Carryover

You may not carry over unused PTO] to the following year. Any unused PTO will be forfeited on your anniversary date.

#### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

### **7.7 Regular Full-Time Personnel**

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work more than 38 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at CMA Group LTD are for regular full-time team members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.8 Regular Part-Time Personnel**

All team members who work fewer than 38 hours per week are considered part time. Part-time team members are not eligible for CMA Group LTD benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.9 Unemployment Compensation Insurance Policy**

Unemployment compensation insurance is paid for by CMA Group LTD and provides temporary income for team members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.10 Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work

related injuries. If you are injured on the job while working at CMA Group LTD, no matter how slightly, you are to report the incident immediately to your Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.11 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible CMA Group LTD team members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Ashley to learn more about your COBRA rights.

## **7.12 Emergency Paid Sick Leave Policy (COVID-19)**

CMA Group LTD provides eligible team members with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

### Eligibility

All team members are eligible for emergency paid sick leave.

### Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

### Potential Exemption

The Company, as a small business with fewer than 50 employees, under certain circumstances, may need to deny emergency paid sick leave under this policy if granting such leave would jeopardize the viability of the Company's business as an ongoing concern. The Company is exempt from the requirement of providing emergency paid sick leave to care for your son or daughter whose school or place of care is closed, or whose child care is unavailable, for COVID-19 related reasons when:

- Such paid leave would cause the Company's expenses and financial obligations to exceed available business revenue and cause the Company to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Company because of their specialized skills, knowledge of the business, or responsibilities; or
- The Company cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Company to operate at a minimum capacity.



### Duration/Compensation

Full-time team members are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time team members are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For team members with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at \$200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.

### Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the Company before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

### Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

### Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The Company may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

#### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

#### Expiration

This policy expires on December 31, 2020.

### **7.13 Expanded Family and Medical Leave Policy (COVID-19)**

CMA Group LTD provides eligible team members with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

#### Eligibility

Expanded family and medical leave is available to all team members that have been employed by the Company for at least 30 calendar days. You are considered to have been employed by the Company for at least 30 calendar days if:

- You were on the Company's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the Company on or after March 1, 2020 and were rehired or otherwise re-employed by the Company on or before December 31, 2020, provided that you had been on the Company's payroll for leave upon reinstatement if you had been previously employed by the Company for 30 or more of the 60 calendar days prior to your layoff or termination.

#### Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provide is unavailable, for reasons related to COVID-19. **Son or daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

### Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

### Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above.

### Compensation

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of \$200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The Company will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For team members with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

### Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The Company may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The Company is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

### Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

The law provides an exception for employers with fewer than 25 employees. In such circumstances, if you take family and medical leave, the Company may not need to return you to your position if:

- The position does not exist due to changes in the Company's economic or operating condition that affect employment and were caused by the coronavirus emergency;
- The Company makes "reasonable efforts" to restore you to an equivalent position; and
- If these efforts fail, the Company makes an additional reasonable effort to contact you if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:
  - o The date on which you no longer need to take leave to care for your child; or
  - o 12 weeks after your paid leave commences.

### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

### Potential Exemption

The Company, as a small business with fewer than 50 employees, may need to deny otherwise qualifying leave under this policy if granting such leave would jeopardize the viability of the Company's business as an ongoing concern. The Company is exempt from the requirement of providing expanded family and medical leave when:

- Such leave would cause the Company's expenses and financial obligations to exceed available business revenue and cause the Company to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Company because of their specialized skills, knowledge of the business, or responsibilities; or
- The Company cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Company to operate at a minimum capacity.

### Expiration

This policy expires on December 31, 2020.

## **7.14 Military Leave (USERRA)**

CMA Group LTD complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

## **8.0 Safety and Loss Prevention**

### **8.1 Business Closure and Emergencies**

CMA Group LTD recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

### Company Closure

Examples of emergencies when the Company may close include, but are not limited to, power outage, blizzard conditions, etc.

### Notification

In an emergency, the Company will make every effort to notify you of the closing by Homebase. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

### Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. Management may choose to pay employees up to 50% of the expected wages for the closure, at the discretion of management. This will only apply to full-time employees. If you are exempt, you will be paid your normal salary for the week.

### Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

### Extending Leave

When the Company closure ends, you are expected to report to work. Contact your Manager if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Manager, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

## **8.2 Drug and Alcohol Policy**

CMA Group LTD is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits team members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

[[# Employer-Sponsored Events]]

[[From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]

[[# Treatment and/or Rehabilitation]]

[[The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **8.3 General Safety Policy**

It is the responsibility of all CMA Group LTD team members to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Manager as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

## **8.4 Policy Against Workplace Violence**

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of CMA Group LTD, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

## **8.5 Drug-Free Workplace**

#### Drug-Free Workplace Act

As a federal contractor, CMA Group LTD must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against team members for violations.

- Distribute a copy of the policy statement to team members engaged in the performance of a federal grant or contract.
- Notify team members that compliance with the policy is a condition of employment on such grant or contract and that team members must abide by the terms of the policy statement. The policy statement includes the requirement that team members notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on team members who are so convicted.
- Establish a program of drug-free awareness, informing team members about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon team members for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

### Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any team members convicted of a criminal drug statute violation occurring in the workplace must notify their Manager of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, CMA Group LTD team members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.



If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

CMA Group LTD strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# Colorado Policies

## Hiring and Orientation Policies

### Disability Accommodation

CMA Group LTD complies with the Americans with Disabilities Act (ADA), the Colorado Anti-Discrimination Act (as amended by the Pregnant Workers Fairness Act), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities and health conditions related to pregnancy or the physical recovery from childbirth). Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

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

The Company will not discriminate or retaliate against team members for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

CMA Group LTD is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 or older), sex (including gender identity), pregnancy (including childbirth, lactation, and related conditions), sexual orientation (including transgender status), race, national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential

manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

### Policy Against Workplace Harassment

CMA Group LTD has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 or older), sex (including gender identity), pregnancy (including childbirth, lactation, and related conditions), sexual orientation (including transgender status), race, national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 or older), (including gender identity), pregnancy (including childbirth, lactation, and related conditions), sexual orientation (including transgender status), race, national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

CMA Group LTD is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Manager or appropriate department.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

CMA Group LTD will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to two years following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room or other location in close proximity to the work area, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in a personal cooler. Sufficiently mark or label your milk to avoid confusion.

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your Manager.



**COLORADO**  
Department of  
Labor and Employment

**COMPS Order #36 Poster**  
**Colorado Overtime and Minimum Pay Standards Order**  
Division of Labor Standards & Statistics

Effective March 16, 2020

**Colorado Minimum Wage: \$12.00 per hour, or \$8.98 for Tipped Employees, effective 1/1/2020.**

- The minimum wage adjusts annually by inflation; next year's COMPS Order and Poster will provide the 2021 minimum wage.
- The minimum wage applies to all adults and emancipated minors, whether paid hourly or on another basis (salary, commission, piecework, etc.) unless exempted by COMPS Order Rule 2. Unemancipated minors may be paid 15% below the minimum.
- The federal minimum wage (\$7.25) and any local minimum wages (including \$12.85 in Denver as of 1/1/20) may also apply. If work is covered by multiple minimum or overtime wage rules, the rule with the higher wage or standard applies.

**Overtime: 1½ times the regular pay rate for hours over 40 weekly, 12 daily, or 12 consecutive.**

- Hours in two or more weeks cannot be averaged in computing overtime.
- Employers may not provide time off (often called "comp time") instead of time-and-a-half premium pay for overtime hours.

**Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours.**

- Employees must be completely relieved of all duties, and allowed to pursue personal activities, for meal periods to be unpaid.
- If work makes uninterrupted meal periods impractical, eating an on-duty meal must be permitted, and the time must be paid.
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts.

**Rest Periods: 10 minutes, paid, every 4 hours.**

#Work Hours:	1p to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Rest periods need not be off-site but must not include work and should be in the middle of the 4 hours to the extent practical.
- Two 5-minute rest periods, instead of one 10-minute, are permitted if employees and employers agree voluntarily and without coercion, and if 5 minutes is enough to go back and forth to a bathroom or other place where a genuine break would be taken. Additional flexibility with 5-minute periods applies to agriculture, Medicaid home care, and collectively bargained work.
- Employers that do not authorize and permit rest periods must pay extra for the work time that would have been rest periods.

**Time Worked: Time employers allow performance of labor/services for their benefit must be paid.**

- All time on-premises, on duty, or at prescribed workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on or removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-the-clock duty;
  - awaiting assignments, clocking/checking in or out;
  - security/safety screening, clocking/checking in or out;
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not.
- For more on travel time and sleep time, see Rule 1.9.2.

This Poster summarizes key wage rules in the COMPS Order, but not all, and should not be relied upon as complete information on wage rules.

For the full COMPS Order and other wage law information, or with wage law questions, contact:  
Division of Labor Standards and Statistics, coloradolaborlaw.gov, cdle\_labor\_standards@state.co.us, 303-318-8441 / 888-390-7936.

**Deductions, Credits, & Charges from Wages: Subject to limits in C.R.S. 8-4-105 and below.**

- Tip credits of up to \$3.02 per hour (lowering minimum wages to \$8.98) are allowed for those regularly, customarily receiving over \$30 per month in tips. If hourly pay plus tips is below the full minimum wage, the employer must pay the difference.
- Meal credits are allowed for the cost or value (without employer profit) of a voluntarily accepted meal.
- Lodging deductions are allowed only if housing is voluntarily accepted by the employee, primarily for the employee's (not employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (depending on the housing type).
- Uniforms that are ordinary clothes, without special material or design, need not be provided; other uniforms must be provided at no cost. Employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear.

**Exemptions from the COMPS Order: All listed in Rule 2; key exemptions listed below.**

- Executives/supervisors, decision-making administrative employees, and professionals (Rule 2.2.1-3) paid the exempt salary:

Salary through 6/20	7/20-12/20	2021	2022	2023	2024	Each Year After 2024
Equal to at least minimum wage for all hours	\$35,568	\$40,500	\$45,000	\$50,000	\$55,000	Prior year's salary, inflation-adjusted

- 20% owners, or a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management (2.2.5).
- Highly technical computer-related employees (defined in 2.2.10), if paid at least \$27.63 per hour.
- Various in-residence workers, including property managers, range workers, and camp/outdoor education field staff (2.2.7).
- Various, but not all, types of salespersons (2.2.4, 2.4.1, 2.4.2) and transportation workers (2.2.6).
- Certain medical transportation and hospital/nursing home employees have modified overtime rules (2.4.4, 2.4.5).
- Downhill ski/snowboard employees, including on-mountain food but not lodging, are exempt from 40-hour overtime (2.4.3).
- Agriculture jobs are exempt from overtime and meal periods, and have more flexibility as to rest periods (2.3).

**Complaint & Anti-Retaliation Rights.**

- The Division of Labor Standards and Statistics (contact info at the top of this Poster) accepts complaints for unpaid minimum or overtime wages required by federal, state, or local law. Alternatively, employees may file lawsuits in court.
- Parties liable for unpaid wages include the employer, an entity, and individuals with operational control over the entity.
- Employers cannot retaliate by threatening, coercing, or discriminating for purposes of reprisal, interference, or obstruction, as to actual or anticipated wage investigations, hearings, complaints, or proceedings.
- Violations of wage or anti-retaliation provisions may be reported to the Division as complaints or as anonymous tips.

**Posting & Translation of COMPS Order Poster.**

- Posting: Employers must display this Poster where employees can easily read it during the workday. If physical posting is impractical, employers must provide copies of this Poster or the COMPS Order to each employee in the first month of work.
- Distribution: Employers must provide this Poster upon request, and include a copy with any written handbook or policies.
- Translation: If employees have limited English language ability and speak Spanish, employers must post this Poster in Spanish. If employees speak a language other than Spanish, the employer must ask the Division for a Poster in that language.

## **Meal and Rest Periods Policy**

CMA Group LTD strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requires team members to accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager know; in addition, notify your Manager as soon as possible if you were unable to or prohibited from taking an uninterrupted meal or rest period.

In Colorado, team members are entitled to an uninterrupted and duty-free unpaid 30-minute meal period for all shifts exceeding five consecutive hours. If practical, these meal periods will be at least one hour after the start and one hour before the end of the shift. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this meal period will be paid.

Additionally, you are entitled to a paid 10-minute rest period for each four hours of work, or major fraction thereof, as follows:

Rest periods must be in the middle of each four-hour work period, unless it is impractical. It is not necessary that you leave Company property for a rest period. Rest periods will be 10 minutes unless otherwise provided by applicable law.

Required rest periods are "time worked" for the purposes of calculating minimum wage and overtime obligations.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager.

At certain times CMA Group LTD may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for hours worked in excess of 40 hours in a workweek, 12 hours per workday, and 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At CMA Group LTD, the standard pay period is biweekly for all team members. Pay dates are every other Friday. If a pay date falls on a holiday or weekend, you will be paid on the following workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of CMA Group LTD policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **Benefits**

### **Jury Duty Leave**

CMA Group LTD encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager as soon as possible to make scheduling arrangements.

If you are summoned for jury duty, you will be paid your regular wage (not to exceed \$50 per day unless mutually agreed to) for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid.

The Company reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

### **Voting Leave**

Upon prior request (before Election Day), you will be provided up to two hours of paid time off to vote if you do not have three or more nonworking hours in which to vote during the hours the polls are open. The time when you can go to vote will be at the discretion of your Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Nonsmoking Policy**

CMA Group LTD is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking on the premises, both indoors and outside, is prohibited.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Stepping Stones Learning Center Management



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the CMA Group LTD Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the owners of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by CMA Group LTD.

If I have any questions about the content or interpretation of this handbook, I will contact Ashley Henshaw.

Additionally, by signing, I acknowledge that I have received a copy of the current Colorado Overtime and Minimum Pay Standards Order (COMPS Order) or COMPS Order poster published by the Colorado Department of Labor and Employment.

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Signature

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Date

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Print Name