



460 Van Pelt Lane
Pensacola, FL 32505

Phone (850) 472-1001 • Fax (850) 472-1004

APPLICATION FOR EMPLOYMENT
EVERY LINE MUST BE *CORRECTLY* COMPLETED
PRIOR TO FIRST PAYCHECK

DATE: _____ SSN: _____

NAME: _____
(LAST) (FIRST) (MIDDLE)

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS (IF DIFFERENT): _____

TELEPHONE: (_____) _____

DATE OF BIRTH: _____

POSITION APPLIED FOR: _____

PREVIOUS EMPLOYMENT STARTING WITH MOST RECENT:

1. DATES: _____ EMPLOYER: _____
ADDRESS/PHONE: _____
WORK PERFORMED: _____

REASON FOR LEAVING: _____

2. DATES: _____ EMPLOYER: _____
ADDRESS/PHONE: _____
WORK PERFORMED: _____

REASON FOR LEAVING: _____

Have you ever been convicted of a felony or a first degree misdemeanor? _____ YES _____ NO

If "YES", what charges? _____

Where convicted? _____

Have you ever had the adjudication of guilt withheld for a crime which is a felony or a first degree misdemeanor?

_____ YES _____ NO

If "YES", what charges? _____

Where? _____

Have you ever pled nolo contendere or pled guilty to a crime which is a felony or a first degree misdemeanor?

_____ YES _____ NO

Where? _____

(See Attachment A – Jessica Lunsford Act – defining access to school projects during employment)

* I UNDERSTAND THAT UPON EMPLOYMENT WITH A. E. NEW, JR., INC., I WILL BE ON **PROBATION FOR A PERIOD OF 90 DAYS.**

* THE ATTACHED DRUG POLICY AND POST EMPLOYMENT QUESTIONNAIRE (IF HIRED) ARE HEREBY ACKNOWLEDGED.

(WITNESS)

(SIGNATURE / DATE)

POST-JOB MEDICAL HISTORY STATEMENT

NOTICE TO APPLICANTS: In complying with the Americans with Disabilities Act, our company has made to you a conditional offer of employment. This medical history statement is voluntary of all applicants who apply for certain job categories with this employer. The purpose of this statement is to assist us with regard to knowledge about any pre-existing conditions / disabilities that may entitle our company to obtain reimbursement from the State of Florida Special Disability Trust Fund, under Florida Statute 440.49. Specifically, in the event that a pre-existing condition / disability is aggravated by a future work accident while employed at our company, and Workers' Compensation benefits are paid out, we may receive partial reimbursement from the State of Florida. The information provided will be kept in confidence and maintained consistent with the terms of the Americans with Disabilities Act and will not be used to discriminate against qualified individuals with a disability in any phase of employment, including hiring, advancement, transfer, wages, job training and/or terms, conditions or privileges of employment. The job offer which you have received from this employer is "conditioned" upon the results of this medical history statement and/or any job specific medical exam required.

Company: A. E. New, Jr., Inc. 460 Van Pelt Lane Pensacola, FL 32505
Employee Name: _____
SSN: _____ Drivers License: _____ State: _____
Home Address: _____ How Long: _____

Medical History

Answer each question as stated below "Yes" or "No" by placing an "X" in the space provided. If you answer to any of these questions is "Yes", give additional details in the space provided below, including year of accident or illness, physician's name, hospitals where treated and description of medical problem.

- Do you have physical or mental disabilities which could interfere with the performance of your duties toward the position you have been offered? Yes _____ No _____ If yes, please explain:

If yes, what accommodations to your disabilities do you suggest?

Do you contemplate surgery, or are you now receiving or do you contemplate receiving treatment or medication that could interfere with the performance of your duties toward the position you have been offered? Yes _____ No _____
Have you ever had any workers compensation claim? Is/are any claim(s) still open? If yes, please explain in detail, giving date, description of the injury, diagnosis, etc.:

Date of last physical examination: _____
Name of physician: _____

Do you have, or have you ever had any of the following:

	Yes	No		Yes	No
1. Epilepsy	_____	_____	10. Parkinson's Disease	_____	_____
2. Diabetes	_____	_____	11. Vascular Disorder	_____	_____
3. Cardiac Disease	_____	_____	12. Psychoneurotic disability		
4. Marie Strumpell Disease	_____	_____	following medical or mental		
5. Amputation of foot, leg, arm or hand	_____	_____	institution for a period in excess		
			of 6 months.	_____	_____
6. Total loss of sight of one or both eyes			13. Hemophilia	_____	_____
or a partial loss of corrected vision of			14. Chronic Osteomyelitis	_____	_____
more than 75% bilaterally	_____	_____	15. Ankylosis of a major weight-bearing		
7. Residual disability from poliomyelitis			joint	_____	_____
			16. Hyperinsulinism	_____	_____
8. Cerebral Palsy	_____	_____	17. Muscular Dystrophy	_____	_____
9. Multiple Sclerosis	_____	_____	18. Thrombophlebitis	_____	_____



-----NOTICE TO APPLICANTS-----

A. E. New, Jr., Inc., has established and maintains a Drug-Free Workplace Program. This Drug-Free Workplace Program is in conformity with Chapter 440.102, Florida Statutes, its implementing, regulation and Federal Law.

As part of this Program, offers of employment are expressly conditioned upon passing a drug test. In addition, employees of the Company may be subject to drug testing under those conditions outlined in the Company's Drug and Alcohol Policy Statement.

For persons received a conditional offer of employment, failure of a drug test or refusal to submit to drug testing when required by the Company, shall terminate any job offer. For employees, failing a drug test or refusing to submit to a drug test will result in action against an employee up to and including termination of employment.

Persons receiving a conditional offer of employment will have an opportunity to confidentially report to Medical Review Officer (MRO) the use of prescription or non-prescription medications both before and after being tested. Additionally, job applicants shall receive a list of common medications which may alter or affect a drug test. Job applicants will also be given the names, addresses and telephone numbers of local alcohol and drug rehabilitation programs.

Any person receiving a conditional offer of employment who fails a drug test may challenge or explain the results within five (5) working days after written notification of the test results. A job applicant will also have an opportunity to request a re-test at the job applicant's expense. If a job applicant's explanation or challenge is unsatisfactory, the job applicant may contest the drug test results pursuant to rules adopted by the Department of Labor and Employment Security or the Agency for Health Care Administration.

The job applicant also has the responsibility to notify the laboratory or clinic conducting the drug test of any administrative or civil action brought involving the drug test conducted by that laboratory or clinic.

The job applicant also has a right to consult the testing laboratory or clinic for technical information regarding prescription and non-prescription medication. In addition, each job applicant will be given a list of the substances to be tested prior to administration of the drug tests. All test results will remain confidential except as allowed by law. The Company will provide all job applicants with a copy of the Company's Drug and Alcohol Abuse Policy Statement prior to administration of a drug test.

Nothing in this Notice will affect these rights provided in any collective bargaining agreement between the Company and its employees. Refusal to complete or sign this document will result in a withdrawal of any offer of employment.

Name of Company: A. E. New, Jr., Inc.

Applicant (Signature): _____ Date: _____

Witness: _____ Date: _____



APPLICANT DRUG TESTING CONSENT AND RELEASE

Pursuant to my application for employment, I understand that all job offers are expressly conditioned upon submitting to and passing a drug test to detect the presence of illegal drugs or alcohol use. I hereby consent to submit to a urinalysis or other tests as required by A. E. New, Jr., Inc., for the purposes of testing for the presence of illegal drugs or alcohol abuse. I agree that a clinic or laboratory approved by the Florida Agency for Health Care Administration may collect and test any specimens I provide for these tests. I further agree to authorize the release of the results to the Company and to such other management personnel as may require this information on a need to know basis. However, my understanding is that any information derived from these tests will be confidential between the laboratory, the president of the Company and the Medical Review Officer, except as otherwise provided by law, or if I place the test or its results in issue in any administrative, legal or other proceedings.

I further agree to release and hold the company and its agents, employees, and assigns, including the laboratory collecting and conducting these tests, harmless from any liability arising in whole or in part out of the collection or testing of the specimens I provide or from the use of the information derived from these tests in consideration of my employment application.

I have carefully read this Consent and Release form and understand it completely. I also understand that execution of the Consent and Release is a condition of employment with the Company and my refusal to sign will result in withdrawal of any offer of employment I may receive. I am signing this form voluntarily and have not been coerced nor placed under duress by any person.

Applicant:
Name (Printed): _____ Date: _____

Signature: _____

Witness:
Name (Printed): _____ Date: _____

Signature: _____

HAZARD COMMUNICATION

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I acknowledge that I have received a copy of the company hazard communication program and receive and orientation on the policies and rules.

_____ An overview of the requirement contained in the Hazard Communication Standard and company program

_____ The hazardous chemicals present at my workplace

_____ The physical and health risks of the hazardous chemicals

_____ The symptoms of overexposure

_____ How to determine the presence or release of hazardous chemicals in my workplace

_____ Wear controls or personal protective equipment to be used to reduce or prevent exposure to the hazardous chemicals.

_____ Procedures I must follow if over-exposed

_____ How to read and understand container labels

_____ Location of the MSDS file and written Hazard Communication program

I understand the above and have had an opportunity to ask questions to clarify my understanding.

Signature: _____ Date: _____

Witness: _____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING
SAFETY & HEALTH PROGRAM AND SAFETY RULES

I understand that I have received orientation on the company's safety & health program and safety rules. I understand these policies and have had an opportunity to ask questions to clarify my understanding. Additionally, I have received a personal copy of the safety rules and other appropriate sections.

Additionally, I have been instructed in the required personal protective equipment I am to use and have had the opportunity to ask questions to clarify my understanding.

I understand that if I am injured on-the-job as a result "knowingly" not following these safety policies or rules, from my failure to wear/use the appropriate personal equipment or not obeying other local, state or federal safety regulations my workers' compensation benefits may be reduced by twenty-five percent (25%).

I understand that if I am injured on-the-job, I must immediately report the accident to management or their designee and follow company procedures for received medical treatment or I may not be eligible to receive workers' compensation benefits.

If injured on-the-job, I may be required to submit to a drug and/or alcohol screening and if I refuse to submit to the screening or if I am found to be under the influence of illegal drugs or alcohol, I may not be eligible to receive workers' compensation benefits. Additionally, I will be subject to disciplinary action which may include termination of my employment.

Signature: _____ Date: _____

Witness: _____ Date: _____

To All Employees:

Our workers' compensation carrier demands that all employees that are injured on the job MUST see a doctor that is approved by our carrier. A copy of this approved list has been given to your superintendent for all of the counties in which we are performing work. If you feel that you must consult a doctor that is not on the list, then it is your obligation to pay for that visit. Please sign and return to this office.

(Signature)

(Date)



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POLICY B: GENERAL STATEMENT

The Company will not tolerate the use of illegal drugs on or off the job or the use of alcohol on the job.

Therefore, The Company will test, at company expense, all job applicants for drug or alcohol use as outlined in this Policy. Furthermore, The Company will test, at company expense, any current employees for drug or alcohol use if a reasonable suspicion exists that the employee is in violation of this Policy; as a regular part of fitness for duty examinations; after a work related injury, and as a follow-up procedure to any drug or alcohol treatment program. A positive drug test can lead to withdrawal of an offer of employment for job applicants. If current employee receives a positive result, that employee will be referred to the Employee Assistance Program (EAP). All drug testing will conform to the requirements of this Policy and the State and Federal laws.

POSSESSION OF DRUGS AND ALCOHOL ON PREMISES

Employees who bring drugs or alcohol to work are subject to immediate dismissal.

Drugs and alcohol will not be permitted in the workplace. Any employee in possession of or using alcohol or illegal drugs on Company premises during working hours will be subject to immediate referral to the Employee Assistance Program (EAP), a program to aid employees in overcoming drug and alcohol addiction.

A second incident involving possession of drugs or alcohol on Company premises during working hours shall result in immediate termination. A second incident of use of alcohol or illegal drugs on Company premises during working hours shall result in immediate termination. Company premises include parking lots and other outlying areas. Use or possession of alcohol or illegal drugs on the Company premises shall be reported to a supervisor who will verify the report and report the incident to the person responsible for terminating employees.

VISIBLE IMPAIRMENT

Employees will not be allowed to work while under the influence of drugs or alcohol.

Any employee who reports to work visibly impaired or becomes visibly impaired while at work will not be allowed to continue work. An employee or other supervisor who observes visible impairment of another employee should seek the opinion of a supervisor or competent co-worker regarding the extent of the employee's visible impairment.

The supervisor of the visibly impaired employee should consult privately with the employee in order to determine the basis for the impairment. If, in the opinion of two supervisors, or a supervisor and an additional competent co-worker, the employee's visible impairment is the result of alcohol or illegal drugs, the employee will be required to submit to drug testing as outlined in the Reasonable Suspicion portion of the Active Employee Drug Testing section of this policy and shall be subject to penalty therein. In addition, the employee will be sent home immediately by taxi or *other safe transportation* including transportation by other employees if necessary.

PRE-EMPLOYMENT DRUG TESTING

Job offers are conditional pending pre-employment drug test results.

If The Company chooses to extend an offer of employment to a job applicant who otherwise satisfactorily meets The Company's standards for employment, the offer will be conditional upon the job applicant submitting to a drug test to determine the presence of illegal drugs or alcohol abuse. This testing will be administered in compliance with both State and Federal law and will be conducted only by testing laboratory approved by the Florida Agency for Health Care Administration.

Persons receiving a conditional job offer will have an opportunity to confidentially report the use of prescription or non-prescription medications both before and after being tested to the MRO.

Job applicants shall also receive a list of common medication which may alter or affect a drug test. This list will include those medications contained in the list of medications that could affect a drug test developed and amended from time to time by the Florida Agency for Health Care Administration for the Department of Labor and Employment Security. Further, job applicants will be given the names, addresses, and telephone numbers of approved local alcohol and drug rehabilitation programs.

A drug test indicating the use of illegal drugs or alcohol abuse will result in revocation of an offer of employment. Job applicants will have the right to challenge any drug test or request a re-test at the job applicant's expense. The procedure for challenging a drug test or requesting a re-test are outlined under the Review of Test Results section of this Policy.



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ACTIVE EMPLOYEE DRUG TESTING

The Company reserves the right to ask any employees to submit to drug testing under the following conditions:

- (A) When an employee is involved with an accident which causes injury to himself or to any other person or damage to any property. If, because of the accident, an employee is unable to submit to drug testing immediately, the employee will authorize the release of any medical reports or documentation regarding the presence of illegal drugs or alcohol in the employee's body at the time of the accident to the MRO. Refusal to agree to this release will result in termination of the employee.
- (B) If, in the opinion of two supervisors, or a supervisor and an additional competent co-worker, a reasonable suspicion exists to believe that any employee may be abusing or under the influence of illegal drugs or alcohol, the supervisory personnel will document, in writing, the basis for their reasonable suspicion. If the reasonable suspicion is based on a report by another person, this report must be confirmed by a supervisor. Nothing herein shall prevent The Company from immediately terminating any employee selling or otherwise soliciting illegal drugs or providing or selling alcohol to any other person during working hours upon a report by the supervisors to the person in charge of terminating employees;
- (C) If, in the opinion of two supervisors, or a supervisor and an additional competent co-worker, an employee has sold, or otherwise solicited illegal drugs to any other person during working hours, the supervisory personnel will document, in writing, the basis for their reasonable suspicion. If the reasonable suspicion is based on a report by another person, this report must be confirmed by a supervisor. Nothing herein shall prevent The Company from immediately terminating any employee selling or otherwise soliciting illegal drugs or providing or selling alcohol to any other person during working hours upon a report by the supervisors to the person in charge of terminating employees;
- (D) Upon return from any extended absence. An absence is defined as a continuous absence of three or more months;
- (E) Pursuant to any required employee fitness for duty examination; or
- (F) As a follow-up to any referral to the Employee Assistance Program (EAP) or enrollment in a drug or alcohol abuse program. This follow-up testing will continue at random for two years after referral to an Employee Assistance Program (EAP) or enrollment in a drug or alcohol abuse program. The Company reserves the right to waive follow-up testing in the event an employee voluntarily submits to and Employee Assistance Program or drug or alcohol abuse program.

LOSS OF WORKERS' COMPENSATION BENEFITS: DRUG RULE STATEMENT

Employees who are injured on the job will be drug tested; Positive results may cause Loss of Workers' Compensation benefits.

If an employee is injured in the scope of his or her employment and drug tests or other medical evidence indicates the presence of drugs or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or indemnity benefits available to any other penalties that might apply either under this policy or under applicable law.

CONFIDENTIALITY STATEMENT

All drug test results are strictly confidential.

All test results are active employees will be strictly confidential, except as consented to by the employee, if placed at issue by the employee in any legal, administrative or other proceedings to determine compensation of a workers' compensation claim or as otherwise provided by law. However, any result indicating the use of illegal drugs or alcohol abuse will result in termination as provided herein.

MEDICATION DISCLOSURE PROCEDURE

Disclosure of the use of medications to the MRO is confidential.

Employees will have the opportunity to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer at the drug testing laboratory both before and after being tested. Such reports by employees will not become a part of the employee's personnel file. Employees will also receive a list of common medications which may alter or affect a drug test, including the list of medications developed and amended from time to time by the Florida Agency for Health Care Administration or the Department of Labor and Employment Security. Employees will also be given the names, addresses and telephone numbers of approved local alcohol and drug rehabilitation programs and will be given access to an Employee Assistance Program (EAP). Further, employees will have the right to challenge any drug test or request a re-test at employee's expense. The procedures for challenging a drug test or requesting a re-test are outlined under the Review of Test Results section of this policy.



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CONSEQUENCES OF REFUSING A DRUG TEST OR TREATMENT

Refusal to cooperate will result in termination.

- 1) REFUSAL TO COOPERATE
Job Applicants

Any person receiving a condition offer of employment who refuses to submit to drug and alcohol testing, or who alters, adulterates or otherwise interferes with drug testing collection, samples or urinalysis is immediately disqualified from employment by The Company.

Employees

Any employee who refuses to submit to drug and alcohol testing when required will be referred to an EAP. Any employee who alters, adulterates, or otherwise interferes with drug testing collection, samples or urinalysis will be immediately terminated. An employee referred to the Employee Assistance Program for refusal to submit to drug testing will be required to submit to follow-up drug testing sixty (60) days after the first refusal to submit to drug testing as outlined in the follow-up provision of the Active Employee Drug Testing section of this policy. A second refusal to submit to drug testing or a refusal to submit to testing after any previous positive test or treatment for alcohol or illegal drugs will result in termination of employment.

- 2) REFUSAL TO ACCEPT TREATMENT OR FAILURE TO REHABILITATE

An employee who rejects a treatment program offered through the Employee Assistance Program (EAP) or who leaves a treatment program prior to being properly discharged will be immediately discharged from employment with The Company. This sanction applies regardless of whether The Company referred the employee to the treatment program or Employee Assistance Program or whether the employee voluntarily sought treatment.

- 3) LIMITATIONS ON REFERRAL TO EMPLOYEE ASSISTANCE PROGRAM

The Company wishes to make every effort to rehabilitate its employees who may be experiencing drug or alcohol problems. To this end, The Company will not retaliate in any manner against an employee who is referred to an Employee Assistance Program or treatment program, or who voluntarily refers themselves to the Employee Assistance Program or submits to treatment in a drug or alcohol abuse program. Should an employee be referred to an Employment Assistance program for drug or alcohol treatment or enroll in a drug or alcohol treatment program two (2) times within a three (3) year period, that employee will be immediately dismissed.

EAP PROGRAM

Name of Provider: Lakeview Center, Inc.
Telephone Number: (850) 432-1222
Address: 1221 W. Lakeview Avenue
Pensacola, FL 32501



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Pensacola, FL 32505

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REVIEW OF DRUG TEST RESULTS & EMPLOYEE RIGHT TO CONTEST OR EXPLAIN DRUG TEST RESULTS

Employee has the right to contest results.

REVIEW OF TEST RESULTS

All test results of either job applicants or employees will be reviewed by the Medical Review Officer (MRO).

VERIFICATION OF TEST RESULTS

The MRO shall evaluate the drug test results of an employee or job applicant and verify that the specimens were collected, transported, and analyzed under proper procedures. The MRO shall make this determination by checking any Chain of Custody forms for required signatures, procedures and information. If an employee or job applicant fails the drug test, the MRO shall also determine if any alternative medical explanations caused the employee or job applicant to fail the drug test. The MRO shall maintain the confidentiality of any information received from drug tests, except; as authorized by the employee or job applicant, as otherwise provided by law, or if placed at issue by the employee or job applicant in any legal, administrative or other proceeding.

CONTACT WITH EMPLOYEE OR JOB APPLICANT

In the event a job applicant or employee fails a drug test, the MRO will inform the employee or job applicant of the result within three (3) days after the MRO receives the test results from the testing laboratory or clinic. The employee or job applicant will have five (5) days after notification from the MRO to discuss the test results with the MRO, submit documentation of any prescription drugs relevant to the test result to the MRO, or request a re-test at the employee or job applicant's expense.

MRO INABILITY TO CONTACT EMPLOYEE / JOB APPLICANT

MRO contact with employee/job applicant

If the MRO is unable to contact an employee or job applicant within three (3) days, the MRO shall contact The Company and request that The Company direct the employee or job applicant to contact the MRO as soon as possible. If the employee or job applicant does not contact the MRO within two (2) days from the request by the Company, the MRO shall verify that the job applicant or employee failed the drug test. Should the job applicant or employee present satisfactory documentation that serious illness, injury, or other circumstances unavoidable prevented the job applicant or employee from contacting the MRO within the specified time frame and present legitimate explanations for the failure of the drug test, the MRO may change the test result. However, if the job applicant or employee refuses to talk with the MRO regarding a drug test failure, the MRO shall validate the failure and record the refusal to discuss in the remarks section of the verification form.

EXPLANATIONS FOR DRUG TEST RESULTS

The MRO will review all results carefully.

After contacting an employee or job applicant, the MRO will inquire as to whether prescription or over-the-counter medications could have caused a positive test result. If the MRO determines that the employee's medical explanation is not a legitimate medical explanation for the positive test result, the MRO will, within fifteen (15) days, give a written explanation of the MRO's findings to the employer.

If the MRO determines that a legitimate medical explanation exists for the test result, the MRO shall report to the Company that the employee or job applicant passed the drug test. If however, the legitimate medical explanation is caused by legal use of prescription or over-the-counter medication and the MRO feels that the legal use of the drug would endanger the employee, job applicant, or others, or if the employee or job applicant is in a safety sensitive or special rank position, then the MRO may recommend that the employee or job applicant passed the drug test due to a validated prescription or other medication but shall request that The Company place the employee or job applicant in a position which would not threaten the safety of the employee, job applicant or others.

RE-TEST REQUESTS

Re-testing conducted after written test results received.

RE-TESTING REQUESTED BY AN EMPLOYEE OR JOB APPLICANT

Should an employee or job applicant request a re-test of an original specimen, the MRO will process this request within one hundred eighty (180) days after the original test. The re-test will conform to all the same requirements and procedures applicable to the original test. The re-test will occur at another laboratory approved by the Florida Agency for Health Care Administration and selected by the employee or job applicant. The employee or job applicant shall bear the cost of this re-test. Any re-test must be done on the original specimen because new specimens cannot verify the test results.



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RE-TEST REQUESTED BY THE MRO

Should the MRO question the validity of the testing procedures, the MRO may, at his or her sole discretion, (1) order a re-analysis of the original sample at any laboratory or clinic approved by the Florida Agency for Health Care Administration; or, (2) request additional samples from the employee or job applicant for testing.

TYPES OF TEST CONDUCTED

The type of drug tests required by law.

Initial tests for all drugs other than alcohol shall use an immunoassay method. Initial tests for alcohol shall use an enzyme oxidation method. All tests to confirm an initial positive result for drugs other than alcohol shall use a gas chromatography/mass spectrometry method. All tests to confirm an initial positive result from alcohol shall use a gas chromatography method.

NOTIFICATION OF THE COMPANY

How and when the company is notified of results.

After contacting the employee or job applicant as outlined in this section and conducting any re-tests, the MRO will notify The Company, in writing, of the verified test results, whether negative, positive, or invalid. If the MRO, employee, or job applicant requested a re-test, the MRO will report only the verified results of the re-test to The Company. The MRO will file any required Chain of Custody forms under confidential procedures. The MRO will maintain these forms for five (5) years from the date of the test.

HOW EMPLOYER NOTIFIES EMPLOYEE OF POSITIVE TEST RESULTS

Within five (5) working days after the receipt of the positive confirmed test results from the MRO, the employer shall inform the employee in writing of such positive test results, the consequences of such results, and the options available to the employee including the right to file an administrative or legal challenge (F.A.C. 38F-93008(3)).

EMPLOYEE'S DUTY TO NOTIFY LAB OF LEGAL ACTION CONCERNING TEST RESULTS

Employees must notify thirty (30) days in advance of legal action.

Employees are required to notify The Company and the Drug Testing Laboratory thirty (30) days prior to bringing any legal action concerning the results of a drug test. Such notification shall be a condition precedent to any such legal action (38F-9005(2)(h)).



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COMPLETE LIST OF DRUGS TESTED

The Company may test for the following drugs:

Alcohol (beer, wine, booze, liquor, etc.)

Amphetamines (speed, eve, biphedamine, desoxyn, dexedrine, etc.)

Cannabinoids (marijuana, hashish, hash, oil, joint, reefer, roach, spleaf, grass, weed, etc.)

Cocaine (coke, blow, snow, flake, crack, etc.)

Phencyclidine (PCP, angel dust, hog, etc.)

Hallucinogens (LSD, acid, mushrooms, shrooms, etc.)

Methaqualone (quaaludes, ludes, etc.)

Opiates (heroin, codeine, morphine, opium, Dover's powder, paregoric, parepectolin, etc.)

Barbituates (Phenobarbital, butabarbital, secobarbital, tuinal, amytal, etc.)

Benzodiazepine (librium, valium, ativan, azene, clonopin, dalmone, diazepam, halcyon, poxipam, restoril, serax, transene, vertron, xanax, etc.)

Synthetic narcotics, including Methadone (dolophine, methadose, etc.)

Designer Drugs (ecstasy, etc.)

The Company reserves the right to expand or otherwise modify the number or types of drugs tested at any time. The Company will provide employees with sixty (60) days written notice of any expansion or modification of the drugs tested under the Company's Policy.

COLLECTIVE BARGAINING STATEMENT

Employee's legal rights

All employees may consult with the testing laboratory or MRO for technical information regarding the effects of prescription and non-prescription medications on drug testing. Any consultation by an employee with the testing laboratory or MRO for the purpose of gaining technical information shall be confidential. An MRO must supply technical information to any employee who fails a drug test.

REPORT OF DRUG CONVICTIONS

All employees shall report any drug conviction to The Company within five (5) days from the date of conviction. The Company will report the conviction to any Federal agency with which The Company has a contract, or if otherwise required by Federal Law, within ten (10) days from the notification of the conviction by the employee. The employee will be referred to the Employee Assistance Program immediately upon notification of the conviction. A failure to report a drug conviction to The Company within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to The Company. Arrest for a drug or alcohol offense shall be considered Reasonable Suspicion allowing The Company to test the arrested employee for the presence of alcohol or illegal drugs.

ATTACHMENT "A"

PURSUANT TO THE JESSICA LUNSFORD ACT

The Contractor shall comply with all requirements of Sections 1012.32 and 1012.465, *Fla. Stat.*, by certifying that all of its officers, agents or employees who may have direct contact with students or who come onto school property while students are present have completed the background screening required by the referenced statutes, and meet the standards established thereby. This certification will be provided to the School District's Facilities Planning Department in advance of the Contractor providing any services on school property while students are present.

The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor, its agents and its employees.

The Contractor will provide the School District's Facilities Planning Department a list of its employees who have completed background screening and who meet the referenced statutory requirements. The Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and who meet the standards are added.

Under no circumstances shall the Contractor permit any of its officers, agents or employees to come onto school property when students are present if they have either not undergone the background screening or if they have been found guilty of a disqualifying offense pursuant to Section 435.04, *Fla. Stat.*, regardless of whether adjudication was withheld or if the finding of guilt was pursuant to a plea or after trial. The Contractor agrees that in the event any employee whom the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify the School District's Facilities Planning Department with 48 hours of notification or first knowledge of such offense.

The parties agree that in the event that the Contractor fails to perform any of the duties described in this attachment, this will constitute a material breach of the contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. The Contractor agrees to indemnify and hold harmless the School Board, its administrators and any and all of its employees from any liability in the form of physical injury, death or property damage resulting from the Contractor's failure to comply with the requirements of this attachment or Sections 1012.32 and 1012.465, *Fla, Stat.*

Acknowledged this _____ day of _____, 200__.

Employee signature: _____

Printed employee name: _____

Department of Homeland Security
U.S. Citizenship and Immigration Services

Form I-9, Employment Eligibility Verification

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) _____
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - month/day/year)

Employee's Signature

Date (month/day/year)

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature

Print Name

Address (Street Name and Number, City, State, Zip Code)

Date (month/day/year)

Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) _____ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)

Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____ Document #: _____ Expiration Date (if any): _____

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
--	-----------------------

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

**Documents that Establish Both
Identity and Employment
Authorization**

LIST B

**Documents that Establish
Identity**

LIST C

**Documents that Establish
Employment Authorization**

OR

AND

1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States	
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)			
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)	
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)	
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
	5. U.S. Military card or draft record		
	6. Military dependent's ID card		
	6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	7. U.S. Coast Guard Merchant Mariner Card	5. Native American tribal document
		8. Native American tribal document	6. U.S. Citizen ID Card (Form I-197)
9. Driver's license issued by a Canadian government authority			
For persons under age 18 who are unable to present a document listed above:		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security	
	11. Clinic, doctor, or hospital record		
	12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

EMPLOYEE MANUAL

**A. E. New, Jr., Inc.
460 Van Pelt Lane
Pensacola, FL 32505
Tel. (850) 472-1001
FAX (850) 472-1004**

A. INTRODUCTION

This manual has been prepared to help you understand some of the general policies, working rules and benefit plans of A. E. New, Jr., Inc., hereinafter referred to as "Employer." You are expected to read the entire manual carefully. We believe you will find it to be a valuable reference resource during your employment. Whenever you have questions about company policies, procedures, benefits or other matters regarding your job, you are encouraged to ask your supervisor or Linda Walters, Human Resource Officer, in the Main Office.

The information in this manual was current when published, but from time to time changes may become necessary. Employer may change or terminate the policies, procedures and benefits described in this manual without notice at any time. This employment manual is not intended to and does not create an employment contract between Employer and its employees.

IMPORTANT: Your employment is for no specific period of time and this handbook does not limit your right or the company's right to terminate your employment at any time.

Any employee who fails to report to work for two (2) consecutive days and does not call in for these two (2) days will be considered to have voluntarily resigned and is ineligible for rehire.

An employee must call in each day when absent unless on an approved personal leave (see policy regarding personal leaves).

B. EQUAL EMPLOYMENT OPPORTUNITY POLICY

Employer provides equal employment opportunity to qualified persons without regard to race, color, religion, sex, national origin, age, known handicaps or veteran status. Our policy relates to all phases of employment, including recruitment, placement, promotion, training, demotion, transfer, layoff, recall, termination, rates of pay, employee benefits and participation in all company-sponsored employee activities.

We are opposed to all forms of harassment or retaliation, including sexual, racial, ethnic or religious harassment. Verbal or physical conduct directed at a person's race, color, religion, sex, national origin, age, handicap or veterans status may constitute harassment and is prohibited. Anyone engaging in such conduct is subject to disciplinary action up to and including discharge. At any time, if you believe that you have been harassed or have witnessed harassing conduct, you must report the harassment to your supervisor or Linda Walters, Human Resources Officer. A confidential investigation will be conducted and there will be no retaliation against victims or witnesses for notifying the Company about such conduct.

C. SEXUAL HARASSMENT POLICY

Sexual harassment of any employee, whether unwelcome sexual advances, requests for sexual favors or other mental or physical conduct of a sexual nature is prohibited. Anyone engaging in such conduct is subject to disciplinary action up to and including discharge. Anyone who believes he or she is being subjected to sexual harassment or who has witnessed such conduct must immediately notify your supervisor or Linda Walters, Human Resource Officer of the Company. If the supervisor or other management personnel is involved, the employee does not need to contact that individual first but may proceed directly to A. E. New, Jr. In all cases a confidential investigation will be conducted and there will be no retaliation against victims or witnesses for notifying the Company about such conduct.

D. COMMUNICATIONS POLICY

Employer welcomes communications between you and your supervisor. Your suggestions and concerns are important to us. We encourage you to express your ideas and opinions. The only way we can answer your questions or try to solve your problems is for you to tell us about them.

When you have work-related suggestions or concerns, talk with your supervisor. Most suggestions or concerns can be handled in this way. If you are not completely satisfied after talking with your supervisor, you may arrange a meeting with A. E. New, Jr.

E. YOUR FIRST NINETY DAYS - THE INTRODUCTORY PERIOD

As a new employee, your progress and job performance will be closely monitored during your first 90 days of employment. This trial period is important. It gives you an opportunity to get to know the Company and, at the same time, management can determine how well you fit the job.

F. PERSONAL CONDUCT AND WORK RULES

When groups of people work together, reasonable rules are necessary to conduct an orderly business and make working conditions more pleasant for everyone. To this end, the company has implemented the following standards of conduct and those addressed elsewhere in this manual. The purpose of our rules and regulations is not to restrict your rights but to define them for you and to protect the rights of all employees working together in mutual cooperation and respect.

Violation of these rules will be considered grounds for disciplinary action up to and including discharge. Any other type of irresponsible or unacceptable behavior not specifically addressed by one of the following rules may also result in disciplinary action. Additional rules or changes will be posted on the company bulletin board.

Verbal Warnings and Written Warnings

The following rules violations may result in both verbal counseling and written warning notices. The listing is not intended to be exhaustive. An employee's first violation will result in verbal counseling and a written warning that the employee will be required to acknowledge. Any employee who receives two (2) written warnings in any twelve-month period for the same or different rule infraction will be given a final notice. A third violation of any rule or combination of rules in any twelve-month period may result in immediate discharge.

1. Interfering with the work of others.
2. Violating the company's NO SOLICITATION-NO DISTRIBUTION RULE.

3. Starting work prior to the assigned working hours or performing overtime work without authorization.
4. Being on company and job property during other than normal working hours unless otherwise authorized.
5. Failing to follow instructions, loafing, unsatisfactory work, or carelessness.
6. Failing to follow safe work practices and safety rules or failing to report accidents or injuries within twenty-four (24) hours following the occurrence to the Main Office.
7. Improper dress.
8. Failing to report an off-the-job accident, injury, or medical condition that may affect the performance of your job.
9. Smoking in any company and job buildings.
10. Unauthorized use of company tools or equipment or the wasting, damaging or destruction of company or job property.
11. Unsatisfactory quality or quantity of work.
12. Leaving the job without permission or failing to return to work from lunch break or taking excessive breaks.

Disciplinary Suspension or Discharge

The following rule violations may result in discipline up to and including immediate discharge:

1. Furnishing false information on any company records or pursuant to any investigation.
2. Fighting or possessing firearms or other dangerous weapons or devices; using or possessing or being under the influence of or consuming alcoholic beverages, narcotics, or drugs on company property or during working time.
3. Theft, misappropriation, defacing of or damaging the company's or another employee's property.
4. Insubordination.
5. Intentional failure to produce a satisfactory quantity or quality of work or failure to meet reasonable efficiency standards.
6. Leaving company premises during work time without permission.
7. Excessive tardiness or absenteeism.
8. Failure to work all hours, including overtime, as assigned.
9. Intentional violation of safety rules.
10. Immoral or indecent conduct on company property.
11. Harassment or the failure to report incidents of harassment.

12. Bring unauthorized persons onto company property.
13. Disclosing confidential company, client or personnel information to unauthorized persons.

Pre-employment Drug Testing

Each applicant for employment will be required as a condition of employment to submit to a drug screen test. If an applicant tests positive and is determined to be in violation of this policy, the applicant will be ineligible for employment until: (a) ninety (90) days following the date of the test, and (b) the applicant submits to a drug screen test which indicates compliance with this policy. If the results of a second drug screen test indicates that the applicant is in violation of this policy, the applicant will be ineligible for employment until: (a) one (1) year following the date of the second test and (b) the applicant submits to a drug screen test at the applicant's expense which indicates that the applicant is in compliance with this policy. If an applicant is hired following a second or third drug screen test, he or she must submit to a drug screen test within sixty (60) days following the date of employment and will be subject to unannounced testing for twelve (12) months as a condition of continued employment.

Employee Drug Testing

Each employee is subject to drug screen tests as a condition of continued employment if the Company determines (1) there is a reason to suspect the employee is in violation of this policy or (2) the employee is or could have been involved in a work-related accident that is not minor in nature.

If an employee tests positive and is determined to be in violation of this policy, he or she will be discharged and ineligible for re-employment until (a) ninety (90) days following the date of the test and (b) the employee submits to a drug test at his or her own expense that indicates compliance with this policy. If re-employed, the employee must submit to another test on a random selection basis for at least one year. If an employee tests positive and is determined to be in violation of this policy, the employee will be discharged and ineligible for rehire unless the conditions above are satisfied.

Any employee who refuses to submit to drug testing as provided for in this policy is subject to immediate discharge.

Searches and Inspections

The Company reserves the right to conduct unannounced searches and inspections of employees, their effects, lockers, desks, lunch boxes, clothing and vehicles when the Company suspects an employee is in violation of this policy. An employee found to possess drugs in violation of this policy will be discharged. Refusal to submit to a search or inspection is grounds for discharge. Illegal drugs will be turned over to the proper law enforcement authorities.

Courtesy

A high degree of courtesy and willing service must be shown by all employees in dealing with customers and the general public. Discourtesy to a visitor, caller, or fellow employee is prohibited and may result in disciplinary action up to and including discharge. Employees are reminded not to barge into any office when the occupant has a visitor, whether or not that visitor is another employee. Likewise, courtesy demands that you refrain from standing in or near the doorway to any office so occupied.

G. FAMILY MEDICAL LEAVE ACT POLICY

The following is adapted from the Family and Medical Leave Act Fact Sheet, No. ESA 95-24, issued by the Labor Department's Wage and Hour Division in 1995.

The Family Medical Leave Act (FMLA) entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

FMLA applies to all public agencies, including state, local and federal employers, local education agencies (schools) and private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce-including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

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

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. for the birth and care of the newborn child of the employee;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for an immediate family member (spouse, child or parent) with a serious health condition; or
4. to take medical leave when the employee is unable to work because of a serious health condition.

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

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

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

- any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- continuing treatment by a health care provider that includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to a health condition (including treatment therefor, or recovery therefrom) lasting more than three (3) consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 1. treatment two or more times by or under the supervision of a health care provider, or one treatment by a health care provider with a continuing regimen of treatment; or
 2. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
 3. A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
 4. A permanent or long-term condition for which treatment may not be effective (e.g. Alzheimer’s, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
 5. Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three (3) days if not treated (e.g., chemotherapy or radiation treatments for cancer).

“Health care provider” means:

doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

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

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee must be restored to the employee’s original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a “no fault” attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid “key” employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a “key” employee in response to the employee’s notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.
- A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees within 75 miles of the work site.

Notice and Certification

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer’s expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

ACKNOWLEDGEMENT OF RECEIPT OF A. E. NEW, JR., INC.
EMPLOYMENT MANUAL & SEXUAL HARASSMENT POLICY

I acknowledge that I have received a true, full, and complete copy of Employment Manual and Sexual Harassment Policy for **A. E. New, Jr., Inc.** I further acknowledge that I have read the Manual and the Sexual Harassment Policy and that I understand the contents set forth therein. I understand that the Sexual Harassment Policy and other rules apply to each and every individual working for **A. E. New, Jr., Inc.**, including those working in a temporary capacity and to third parties doing business with **A. E. New, Jr., Inc.**, such as suppliers, vendors, couriers, etc., and that failure to comply with these policies may result in disciplinary action up to and including discharge from employment.

Employee Signature

Printed Employee Name

Date

ACKNOWLEDGEMENT OF RECEIPT OF A. E. NEW, JR., INC.
EMPLOYMENT MANUAL & SEXUAL HARASSMENT POLICY

I acknowledge that I have received a true, full and complete copy of Employment Manual and Sexual Harassment Policy for **A. E. New, Jr., Inc.** I further acknowledge that I have read the Employment Manual and Sexual Harassment Policy and that I understand the contents set forth therein. I understand the Sexual Harassment Policy and other rules apply to each and every individual working for **A. E. New, Jr., Inc.**, including those working in a temporary capacity and to third parties doing business with A. E. New, Jr., Inc., such as suppliers, vendors, couriers, etc., and that failure to comply with these policies may result in disciplinary action up to and including discharge from employment.

Employee Signature

Printed Employee Name

Date

I, _____, an employee of A. E. New, Jr., Inc. consent to a background check pursuant to §1012.145 F. S. with regards to the Jessica Lunsford Act.

The Jessica Lunsford Act stipulates that a level 2 background check will be performed. This screening is a requirement of my employment and is furnished by the employer.

Employee Signature

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who produced _____ identification.

My commission expires:

Notary Public Signature

(SEAL)

Notary Public Printed Name