



Original Publish Date: January 2015

Last Update: February 2019

INTRODUCTION

On behalf of myself and your fellow coworkers here at JMB2 Architecture Cooperative (**JMB2 Firm**), I'd like to welcome you to the Firm and wish you every success as a JMB2 employee. We are glad you have chosen to be a member of our team. We believe that each employee contributes to the Firm's growth and success and, in turn, the Firm wishes to provide maximum opportunity and incentive for the growth and well-being of our employees and their families.

This handbook was developed with the expressed intent to describe the overall expectations of the Firm and to outline the policies, programs, compensation guidelines and benefits available to eligible employees. JMB2 Architecture Cooperative hopes that this handbook is, and will continue to be, helpful to you so that you will have a better understanding of JMB2's philosophy, what we stand for, and the way we operate. You should familiarize yourself with the contents of this manual as soon as possible and direct any questions you may have to your Office/Department Manager.

Our growth as a Firm and as individuals depends upon adherence to these guidelines, as well as mutual respect for and cooperation with one another. We look forward to having you as a part of our team.

J. Matthew Brown, AIA, REFP

Principal-in-charge

JMB2 Architecture Cooperative



INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with JMB2 Architecture Cooperative ("**JMB2**" or the "**Firm**"), our overall expectations and to provide you with detailed information about working conditions, employee compensation and benefits, and some of the policies affecting your employment. You should read, understand and comply with all provisions of this manual. No employee manual can anticipate every circumstance or question that may arise, and as the Firm grows, the policies may need to change. As a result, JMB2 reserves the right to revise, supplement or rescind any policy or portion of this manual, as it deems appropriate. Any adjustments that may become necessary will be communicated to you directly, verbally or in writing, and will also be communicated to the Firm by email and included in future revisions to the manual.

It is also the intent of this handbook to create a mutual contractual obligation and/or legal right. All JMB2 employees are employed "at will," which means that either the employee or JMB2 may end the relationship at any time, with or without notice, and with or without articulating a reason. Only J. Matthew Brown, AIA, REFP has the authority to modify the at-will-employment arrangement, and then only in writing signed by both parties.

OUR CORE VALUES

I believe that I must.....collaborate or die.

I believe that I must.....do it right – quality, transparency, integrity

I believe that I must.....turn problems into challenges and then into successes

I believe that I must.....listen, communicate, double check, follow through and show a sense of urgency

I believe that I must.....care, try, try again, keep trying.....then rinse and repeat

CORPORATE VISION for EDUCATION PROJECT WORK

"Add to the world one project and client at a time, through collaboration and application of our many years of educational facility design experience, through well-crafted exceptional learning environments that will help build character and unlock the latent potential within young learners and educators alike."

Matt's PERSONAL VISION

"I seek to reach my full potential as an architect by engaging a key leadership role with an organization that has true character and is not accepting of simply good architecture or good business practices. I am committed to maintain and expect greatness in all facets of the work environment, client services, and especially in the quality of the finished project. I am a positive person and team player, an efficient problem solver with a great deal of initiative and persistence, as well as a lifelong learner. My greatest interest and challenge lie in the solving of the architectural puzzle during design development and developing that initial concept into a superior reality while staying on schedule and within the budget and program. My essential goal is to give my clients the best product I can, contribute significantly to society by creating thoughtful, enduring, and superior architecture, and to enjoy the process along the way."

JMB2 MISSION STATEMENT

"JMB2 Architecture Cooperative embraces the client as principal partner in the project team and aligns the client directly with the firm principal throughout all phases of every project to produce distinctive success. JMB2 is concerned primarily with creating outstanding educational, cultural, recreational and living environments and allies with independent architectural professionals to respond uniquely to each project's specific needs. JMB2 is founded on over 28 years of chiefly educational experience with an active focus on meeting and exceeding client goals, expectations and hopes by means of providing the highest quality services and ethics within a cooperative team setting."



I. EMPLOYMENT POLICIES

**Note: JMB2 Benefit Awards are provided for all eligible employees but only when financially possible and at The Firm's sole discretion. All JMB2 Benefit Awards will start accrual immediately but will be initiated after 3 months of employment but will be deducted from Employee's final pay check if the Employee leaves before 12 months of employment with JMB2.*

1. Equal Employment Opportunity. JMB2 Architecture Cooperative is committed to a policy of equal employment opportunity. This means that employment decisions affecting applicants and employees will not be based upon an individual's race, color, religion, gender, national origin, age, disability or any other unlawful basis. Employees who engage in such unlawful discrimination will be subject to disciplinary action up to and including discharge from employment. If you feel you have been unlawfully discriminated against, you should notify your Office/Department Manager or any other person in management whom you are comfortable in approaching.

2. Americans with Disabilities Act. JMB2 Architecture Cooperative does not discriminate in the interviewing, hiring, or promotion of individuals on the basis of disability. JMB2 is committed to compliance with the Americans with Disabilities Act of 1990 and its related section 504 of the Rehabilitation Act of 1973. JMB2 shall endeavor to provide reasonable accommodations requested by all employees with documented disabilities who are otherwise able to perform the essential functions of their jobs. Management will work with all employees in determining the most effective accommodations that can be reasonably provided on an individual basis. Records of such requests and accommodations will be maintained in a confidential manner.

3. Confidentiality/Disclosure. The nature of JMB2's professional service to its clients expose our staff to clients' privileged information relative to processes, methods, operations, future planning, etc., in addition, JMB2 has developed proprietary methodologies, information and practices for which nondisclosure is a critical issue. Such confidential information is held in trust and must not be disclosed to unauthorized persons. Such confidentiality and nondisclosure must be respected at all times. Employees who engage in disclosure of confidential information will be subject to disciplinary action up to and including discharge from employment.

4. Personnel Records. A personnel record will be maintained on each employee of JMB2 Architecture Cooperative. This file is the property of JMB2, and its contents will be kept confidential to the extent allowed by law. Changes in personal information, such as address, telephone number, emergency contact information, marital status, increase or decrease in family size, should be reported immediately to JMB2 in order to maintain accurate records for tax and insurance purposes.

5. Hours of Work. The work-week at JMB2 begins Sunday and ends the following Saturday. Normal office hours are 10:00 a.m. to 6:00 p.m., Monday through Friday. Your actual work schedule may be different than the Firm's office hours, as agreed to by both parties, either due to your request or the Firm's request that you work a different schedule. There will also be occasions when additional work is necessary to meet our clients' expectations. The employee is responsible for notifying employer or direct supervisor, **for any reason** for all anticipated absences or tardiness, before noon on the subject day by phone, email, or text, or it may be considered an unexcused absence, initiating possible disciplinary action up to and including termination.



6. Employment Status. In order to meet its organizational needs, JMB2 employs a variety of types of employees as follows:

- **Exempt.** An exempt employee is one who is not subject to the minimum wage and overtime requirements of the Fair Labor Standards Act, based upon the types of duties performed.
- **Contract.** A contract employee is one who is covered by the minimum wage and overtime requirements of the Fair Labor Standards Act, based upon the types of duties performed and is considered a “Non-Exempt Employee”. Contract Employees that average 30+ hours/week for a six-month period will be eligible to receive JMB2 contract employee benefits.
- **Full-time.** Any employee who is regularly scheduled to work 40 or more hours per work week.
- **Part-time/%.** Any employee who is regularly scheduled to work a minimum of 20 hours, but less than 40 hours per work week and is considered a “Non-Exempt Employee”. JMB2 Benefits may be partially provided on a case-by-case basis and as mutually agreed upon by both parties.
- **Regular.** Full and part-time employees who were hired on other than a temporary basis.
- **Temporary.** Employees hired for a specific project, job or assignment with the understanding that the employment is anticipated to end within a short time and is considered a “Non-Exempt Employee”.
- **Seasonal Intern.** Temporary employees who are enrolled in school and who work for the Firm during their summer, winter or spring breaks and are considered a “Non-Exempt Employee”.

JMB2 provides part-time seasonal internships (typically 20hrs+/wk) but does not offer any actual direct compensation. We can offer interesting office experience and flexibility with hours so students can gain experience and have time off. Although JMB2 does not offer formal compensation, historically the Firm has offered a weekly bonus of \$100+/- depending on the effort seen, at the Firm's sole discretion and when financially possible.

7. Lunch and Break Periods. Employees who are scheduled to work eight hours or more per day may take up to one hour without pay for an informal lunch break (within project deadline constraints). Employees are also allowed rest breaks throughout the business day for personal needs such as smoking, restroom breaks or personal phone calls, so long as they do not become excessive.

8. Performance Reviews. Performance Reviews will be conducted by the Office/Departmental Manager, with the goal of twice per year for each employee. The review will include position objectives developed by the employee and manager, input from each, and a review of the agreed upon performance level. The review will also include goal setting for the next review period and a focus on the different aspects of experience within an architectural firm for a well-rounded employee.

9. Outside Employment. In most cases, your ability to perform your job satisfactorily will be negatively affected by holding other outside employment, in addition to your job at JMB2. Additionally, outside employment may present a conflict of interest, if it involves work that is in competition with our Firm. Scheduling problems may arise when you are asked by the Office/Department Manager to work overtime or on weekends or on a different shift. Your performance may suffer, if you are fatigued or distracted by a second job. For these reasons, you must report any outside employment to an officer of the Firm, before accepting such employment. The Firm reserves the right to restrict outside employment that may result in conflicts, performance or attendance problems. Also, the Firm's equipment, supplies, communications systems and facilities may not be used by any employee for activities related to outside employment.



10. Open Door. The Firm's employees are truly its best asset. For that reason, we want you to feel free to share your questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, the Office/Department Manager is in the best position to address your concern. If, however, you are not comfortable speaking with the Office/Department Manager or you are not satisfied with the Office/Department Manager's response, feel free to speak to anyone in management whom you are comfortable in approaching.

11. General. JMB2's compensation policy is to strive to pay wages that are competitive with those in the community and the industry, recognizing individual effort and contribution to the Firm's success. The basis for an employee's compensation will be his or her knowledge, ability, scope of responsibilities, and the demands of the job. Wage ranges are generally reviewed annually to maintain our competitive posture.

12. Time Reports. All employees must keep accurate records of their work time, using time reports provided by the Firm. These reports form the basis for nonexempt employees' compensation and are critical to allocation of resources and job cost information. Time is tracked to the nearest half hour (30 minutes / .5 hr) and should be documented daily. Any employee who falsifies a time report will be subject to discipline up to and including immediate discharge from employment.

13. Pay Periods and Payroll Deductions. Employees are paid, via check or direct deposit, every other Friday (26 pay periods per year). JMB2 will have deducted amounts required by law, such as those for federal income tax and social security (FICA), or ordered by a court, such as garnishment of wages. JMB2 will also deduct amounts authorized by the employee in writing, such as for insurance premiums, ~~flexible Benefits Plan~~, or Simple IRA contributions. If you do not have direct deposit and cannot pick up your paycheck, you may send a representative who must present your written authorization before your check will be released to him or her. If payday falls on a holiday, you will be paid on the last scheduled workday prior to the holiday.

***14. Bonuses.** The Firm may award discretionary bonuses from time to time, dependent upon our profitability and individual as well as group merit. JMB2 also offers bonuses for new work or clients brought in based on project construction cost.

***15. Health, Life, and Dental Insurance.** Unlike other firms of its size, JMB2 offers full time employees a stipend of \$250/month for health insurance. Contract workers, on a case-by-case basis, with 30+ hours a week after 6 months may be offered a stipend of \$125/month for health insurance, or as otherwise agreed. Part-Time/% Employees, on a case-by-case basis, may be offered a stipend based on the % of a standard 40-hour week that the employee averages, or as otherwise agreed. This offering keeps with JMB2 core values, aligning what we believe with what we do. If you need assistance with the health insurance sign up process, JMB2 can contact or direct employees to our healthcare specialist upon request.

16. Paid Sick Leave. All "exempt" employees (and employees as otherwise stated within this handbook) are eligible for paid sick leave, for their own nonwork injury or illness, or to care for their injured or ill parent, child or spouse. Please refer to our Maternity/Paternity Leave Policy for benefits that would apply in the event of childbirth. Cash in lieu of paid sick leave will not be authorized under any circumstances. The employee is responsible for notifying employer or direct supervisor, for anticipated absence or tardiness, for any reason, before noon on the subject day by phone, email, or text, or it may be considered an unexcused absence, initiating possible disciplinary action up to and including termination after multiple occurrences.

Regular full-time employees are granted 5 days (40 hours) of paid sick leave after 90 calendar days of employment and will begin to accrue Sick Leave Pay at a rate of 0.416 days per month of employment, up to a maximum of 5 days (40 hours) per year total. Once you reach 40 hours, your accrual of additional days will cease until paid sick leave is used. All other employees receive a prorated grant after 90 calendar days of employment and accrue paid sick leave on a prorated basis, based upon their normal work schedules. Paid sick leave is not "hours worked" for purposes of calculating overtime pay. Unused paid sick leave is not paid out upon termination of employment, whether separation is voluntary or involuntary.



Contract Hire employees and Part-Time / % employees, after 6 months duration are granted: Sick Leave Pay at a rate of .20833 day per month of employment (or as otherwise agreed), up to a maximum of 5 days (40 hours). Once you reach 40 hours, your accrual of additional days will cease until paid sick leave is used. Paid sick leave is not "hours worked" for purposes of calculating overtime pay. Unused paid sick leave is not paid out upon termination of employment, whether separation is voluntary or involuntary.

***17. Simple IRA Retirement Plan.** All employees (regular, contract and part-time) are eligible to participate in the JMB2 sponsored Simple IRA plan, after 90 calendar days of employment. With this plan, Employees may make pretax contributions from your base pay into the account, up to the limit set yearly by IRS regulations. In addition, the Firm may make matching contributions up to 3% of your base pay.

***18. (Possible Future Benefit – Not available at this time) Flexible Benefits Plan.** Regular full-time employees are eligible to participate in the Flexible Benefits plan on the first day of the next month, following their date of hire. This benefit allows you to plan ahead and save money by using pretax dollars for certain expenditures, such as dependent care and medical expenses that are not reimbursed under the health care plan.

19. Flextime. Available on a case-by-case basis and as mutually agreed upon, flextime allows employees to regularly start their workday a bit earlier or later than usual. You may be able to modify your normal work schedule, in order to balance your professional and personal needs. Please see your Office/Department Manager if you are interested in discussing a flextime schedule, each request will be considered on a case by case basis.

20. Holidays. Regular full-time and part-time employees and seasonal employees are eligible for the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day
- *Floating Holiday (1)
- **Legacy Day
(**Original JMB2 Employees that opened our Sugar Land Office)

The holiday will be compensated at eight hours for regular, full-time employees, and on a case-by-case-basis and as mutually agreed for contract, part-time /% and seasonal employees, typically approximately the percentage average work of a standard 40-hour work-week. Temporary employees are not eligible for holiday pay. Employees who work on a holiday at the Firm's request will be paid holiday pay plus their regular pay for all time worked that day. In order to receive holiday pay, an employee must work both the workday prior to and the workday following the holiday. Employees on a leave of absence will not receive holiday pay.

Contract Hire employees of 30+ hours a week after 6 months duration receive the same holidays listed above but at 50% the regular rate (4 hours per holiday/day).

Contract Hire employees of 30+ hours a week after 2 years receive the same holidays listed above but at 75% the regular rate (6 hours per holiday/day).

If you wish to use a floating day, schedule it with the Office/Department Manager as far in advance as possible. Floating days should be used by the end of the calendar year. Unused floating days do not roll over to the ensuing year and are not paid out upon termination of employment, whether separation is voluntary or involuntary, unless otherwise required by state law. Holidays are not treated as "hours worked" for the purpose of calculating overtime pay. If a holiday falls during an employee's scheduled vacation period, the day will be counted as a holiday rather than a vacation day. Holidays that fall on Saturday will be observed on the preceding Friday and those that fall on Sunday will be observed on the ensuing Monday.

*Management may from time to time, grant other paid holidays or "bonus" holidays.



21. Vacation. Paid vacation is provided to all employees to allow a reasonable period of time to be free of job responsibilities and to enjoy rest and relaxation (If possible, please send the office a post card of your travels – we love to hear about your fun!). In light of that purpose, cash in lieu of vacation will not be authorized under any circumstances. Eligibility for paid vacation depends upon your position and length of employment with JMB2 Architecture Cooperative. Regular full-time employees will receive vacation as listed below. On a case-by-case basis, Contract employees, and Part-time / % employees, will receive vacation as listed in the vacation table below, or as mutually agreed upon..

Position/Tenure	Monthly Accrual of Days	Max. Annual Accrual of Days	Max. Carry Over of Days	Max. Pay Out of Days Upon Termination	Contract Hire Accrual Factor	Part-time / % Employee Accrual Factor
Hire to end of 3 rd year	.833 Days	10 Days	10 Days	10 Days	.5	Factor % is based on the average % of 40hrs worked weekly (over 3 mos period)
4 th year to end of 5 th year	1.0 Days	12 Days	12 Days	12 Days	.5	
Beyond 6 th year	1.25 Days	15 Days	15 Days	15 Days	.5	
Associate	1.25 Days	15 Days	15 Days	15 Days	.75	
Sr. Associate	1.375 Days	16.5 Days	15 Days	15 Days	.75	
Vice President/Chief officer	1.5 Days	18 Days	15 Days	15 Days	.75	
Sr. Vice Pres./Chief Officer	1.67 Days	20 Days	20 Days	20 Days	.75	
Owner, Partner	As agreed to, on a case by case basis.					

All other employees earn vacation on a pro rata basis, based on their regular work schedules. The maximum carry-over and pay out upon termination are also prorated.

Vacation begins to accrue from your date of hire but cannot be taken until after 90 calendar days of employment. If you do not use your entire accrual during the anniversary year, you may carry over unused days to the following anniversary year, up to the maximums listed in the above chart. Vacation eligibility does not accrue during unpaid leaves of absence.

Employees should schedule vacation with the Office/Department Manager as far in advance as possible and such requests may be granted based upon work schedules and seniority. Vacation may be used without prior notice in an emergency. Exempt employees should take vacation in full day increments, unless they are used in conjunction with a reduced schedule or intermittent Family Medical Leave Act (FMLA) leave.

Vacation is not treated as "hours worked" for purposes of calculating overtime pay. Employees who provide at least two weeks written notice of their resignation will be paid for unused vacation pay, up to the maximums in the chart. Employees who are involuntarily terminated for performance reasons will not be paid for unused vacation. Vacation taken in advance of being earned will be subtracted from final pay in the event of termination whether separation is voluntary or involuntary.

Contract Hire employees and % employees, after six months duration, may receive the vacation listed above in the vacation table.
 Contract employee’s maximum annual accrual per year is five days, maximum carry over is five days, and maximum pay out upon termination, whether voluntary or involuntary, is zero days.



***22. Maternity/Paternity Leave.** Due to its size, JMB2 is not required by law to provide such leave but feel it is important to allow expecting parents time to care and bond with their newborn child. Eligibility for Maternity/Paternity Leave depends upon your length of employment with JMB2 Architecture Cooperative and is not charged against the employee's other paid leave credits (vacation, sick). However, all leave benefits will be deducted if employee does not remain employed for 12 months, both for either voluntary or involuntary reasons. Regular full-time employees after 12 months of employment from the date leave starts are granted as follows:

Maternity Leave – One week of paid leave plus an additional five weeks unpaid leave will be provided, and the employee can return to work to their “pre-leave” position with benefits without penalty, as long as the position remains and is supportable by JMB2 based on project work/volume at the time of return. After the total six weeks of paid/unpaid Maternity Leave have been exhausted and no other PTO remains, subsequent leave will require written notice and employee's “pre-leave” position with benefits will be subject to re-evaluation.

Paternity Leave – Two days of paid leave at the time of birth plus an additional three days unpaid leave within the first six weeks of birth. After the total 5 days of paid/unpaid leave have been exhausted and no other PTO remains, subsequent leave will require written notice and agreement by both parties.

Employees should schedule Maternity/Paternity Leave with the Office/Department Manager as far in advance as possible and fill out any necessary forms. This type of leave must be taken in full day increments and is not treated as “hours worked” for purposes of calculating overtime pay, nor will it be paid out in the event of termination whether separation is voluntary or involuntary.

***23. Annual Professional Registration Fees.** JMB2 will pay the annual professional registration fee for all professional employees, in one state. Payment of fees in additional states requires written approval. The Firm will also pay for NCARB (National Council of Architectural Registration Boards) and corresponding engineering association application and renewal fees for all shareholders and associates on a case-by-case basis and as mutually agreed.

***24. Professional and Trade Associations.** The Firm encourages employees to participate in work-related professional and trade associations, such as the American Institute of Architects, Construction Specification Institute, Architectural Secretaries Association, Professional Engineers Society, Society for Marketing Professional Services and the Professional Services Management Association. Upon your written request, the Firm may sponsor your membership and reimburse you for certain qualifying expenses. If you are interested, please discuss this with your Office/Department Manager. It is important to submit renewal invoices to Accounting in a timely manner since penalties for late payment will not be paid by JMB2.

***25. Professional Licensing Bonus.** JMB2 will pay a bonus to any active, full-time JMB2 employee when they pass an ARE (Architect Registration Examination) exam section and become a licensed Architect or Engineer. Following are the guidelines.

- Reimburse for test when each section is passed
- \$500 min. bonus upon 100% pass completion of test

JMB2 will pay this bonus for first time licensing only. It will not be paid for reinstatement of a lapsed or revoked license or reciprocal licensing from another state or jurisdiction.

26. Jury/Witness Duty. Every employee who is called to serve on a jury will be granted time off to fulfill his or her civic duty. The employee should submit a copy of the jury summons to the Office/Department Manager to be eligible for jury leave. An employee who submits a statement from the court detailing the dates served and the amount paid will receive a paid leave of absence, on a case-by-case basis and as mutually agreed, for the duration of jury duty, as is required by law and financially practicable to the firm.



***27. Licensing Exam Leave.** Regular full-time employees may take up to six half days off (4 hours, one per exam), with pay, in order to take the professional licensing exam for architects or engineers. The time off must be specifically for taking the exam and documentation must be submitted to your Office/Department Manager. Preparation and study times are not covered.

***28. Continuing Education.** JMB2 encourages continued education and growth of our employees. When financially practicable and at The Firm's sole discretion, financial assistance for eligible employees will be provided, as discussed, on a case by case basis and as mutually agreed. Employees who wish to use this benefit must continuously maintain a minimum of 30 hours per week. If that employee does not remain at JMB2 after 12 months of date receiving the continuing education benefit, they must pay back the company in full. If that employee does not remain at JMB2 after 24 months of date receiving the continuing education benefit, they must pay back the company in partial – 50%.

29. JMB2 "Power Hour". Regular full-time employees and Contract Hire employees of 30+ hours after 6 months are eligible to participate in our JMB2 "Power Hour". Occurring every Friday from 1-2 pm, employees are given one free hour to take care of any important but not urgent tasks. This hour can be used as the employee deems appropriate (ex: updating AXP (Architectural Experience Program, *formally IDP Intern Development Program*) hours, scheduling a doctor's appointment, cleaning up your desktop computer, studying for an exam, organizing project folders, etc.) but should not be used as a personal break. Employees are encouraged to participate but are not required and if an employee chooses not to participate, they must continue their work day as usual. An employee's ability to meet deadlines takes precedence over this time and therefore in certain cases "Power Hour" will be cancelled or postponed.

30. Unpaid Personal Leave. Regular full-time employees who have been with the Firm for at least one year may apply for an unpaid personal leave of absence. Qualifying reasons include an absence to pursue continuing education that is related to your job, an absence to accept temporary employment in the federal, state or local government, or an absence to work for a community service organization. Unpaid personal leave is available only after all paid sick leave and vacation, if any, have been used and these benefits do not accrue during an unpaid leave. If you are interested in an unpaid personal leave, please discuss it with your Office/Department Manager. If you apply to return to work before your leave expires, the Firm will attempt to return you to your former job (or an open position for which you are qualified) but there is no guarantee of reinstatement. In the event of an emergency, the employee is responsible for notifying employer or direct supervisor before noon on the subject day by phone, email, or text, or it may be considered an unexcused absence, initiating possible disciplinary action up to and including termination after multiple occurrences.

II. SAFETY POLICIES/STANDARDS OF CONDUCT

Providing a safe environment is a primary goal at JMB2 Architecture Cooperative and establishing and maintaining a safe work environment is the shared responsibility of all employees. JMB2 will attempt to do everything in its control to provide a safe environment and to comply with federal, state and local safety regulations.

1. Reporting Accidents. If you notice any conditions that are unsafe, please immediately report the situation to the Office/Department Manager.

2. Leave Due to Weather or Natural Disaster.

Exempt Employees. When JMB2 shuts down its operation because of adverse weather conditions for less than a full workweek, exempt employees will be paid their full salary. Nonetheless, and barring any state law or overly restrictive company policy to the contrary, exempt employees, may be required to use accrued leave or vacation time (in full or partial days) for their absences. If an employer is open for business, on the other hand, an exempt employee who elects to stay home due to the weather situation is considered absent for personal reasons.



Non-Exempt Employees. Under the FLSA, as well as Texas law, non-exempt workers must be paid only for the time they work. Notably, it does not matter whether the absence is based on the employer's decision to close a worksite or the employee's decision to stay home (or evacuate).

Remote Work. JMB2 will consider how to address situations where employees may work from home due to weather or natural disaster on a case by case basis.

3. Workplace Violence. JMB2 has a zero-tolerance position toward workplace violence and related conduct. This means that any employee who physically harms, attempts to physically harm, or who threatens physical harm to a co-worker or to other individuals in our work place, will be subject to immediate discharge from employment.

4. Work Related Injury and Illness. Please report any injury or illness in the workplace, no matter how minor it seems, to the Office/Department Manager immediately. JMB2 wants to ensure both your safety and the safety of others in the workplace.

5. Attendance. (Please also see "Hours of Work" and "Paid Sick Leave" sections above for additional information):

JMB2 expects regular and timely attendance from all employees. Excessive absences and tardiness burden your co-workers and will be a significant factor in your continued employment, performance appraisals, salary reviews and in evaluating advancement opportunities. The Firm recognizes there may be justifiable causes for absence on occasion and, therefore, adopts a system of progressive discipline. Absenteeism will result in a series of warnings and, ultimately, discharge from employment if there is no improvement.

Absences for reasons other than unexpected illness, injury or other emergency must be scheduled in advance with the Office/Department Manager. On those occasions when you are unable to report to work due to unexpected illness, injury or other emergency, you must personally notify the Office/Department Manager at least thirty minutes before your scheduled starting time. The failure to call in, as required under this policy, will be treated as an unexcused absence. Three consecutive workdays of absence without proper notification will be treated as an involuntary resignation. At JMB2 we strive to meet client needs and project goals within an achievable timeline. The deadlines set forth for each team/team member are carefully determined based on each employee and his/her schedule. Therefore, "No-Show, No Call" situations and repeated tardiness are unacceptable and are subject to disciplinary action. On a case-by-case basis, the Office/Department Manager may request a doctor's note to verify the need for absence, a doctor's release to return to work, or both.

6. Harassment. JMB2 will not tolerate harassment of its employees, whether committed by a fellow employee, a member of management, or a visitor to our workplace, such as a vendor or client. All employees are responsible for ensuring that the workplace is free from harassment, especially when such conduct is based upon gender, race, age, religion, national origin, disability or other protected categories. All employees, including managers, will be subject to disciplinary action, up to and including discharge from employment, for any act of harassment they commit.

Examples of prohibited harassment include, but are not limited to:

- Use of slurs, epithets, and words that degrade an individual, even when used in a joking fashion;
- Unwelcome advances, demands or requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature, such as flirting, touching, gestures, and graphic comments about another person's dress or body;
- Display of cartoons, photographs, drawings, pinups, posters, calendars, or images that are offensive or degrading to others;
- Conduct which has the purpose or effect of substantially interfering with an individual's work performance or which creates an intimidating, hostile or offensive work environment; or
- Conditioning hire, continued employment, or terms and conditions of employment upon submission to sexual advances or requests for sexual favors.



If you feel you are being harassed, or if you have knowledge of harassment of a co-employee, immediately bring it to the attention of the Office/Department Manager. If for any reason you do not feel comfortable discussing the matter with the Office/Department Manager, contact any member of management whom you feel comfortable in approaching. All reports will be promptly investigated in as confidential a manner as possible. Based upon the findings of the investigation, the Firm will take prompt and appropriate action to remedy any violations of this policy.

No employee who brings a good faith report of harassment to the attention of the Firm will suffer retaliation or other adverse employment action as a consequence. Any employee, including managers, who is found to have retaliated against an employee who reported a violation of this policy, in good faith, will be subject to discipline up to and including discharge from employment. It is important for employees to report incidents of harassment, because without your assistance, violations could go undetected and unremedied.

7. Drugs and Alcohol. JMB2 has a viable interest in maintaining safe, healthy and productive working conditions for its employees. Being at work under the influence of a controlled substance/illegal drug or alcohol poses serious safety and health risks, not only to the user, but also to all that work with the user. Moreover, the unauthorized use, possession, distribution or sale of such substances in the workplace is not only unlawful, it poses unacceptable risks to the efficient operations of our Firm.

8. Standards of Conduct. To ensure orderly operations and provide the best possible work environment, JMB2 expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Firm. While it is not possible to list all forms of conduct that are considered unacceptable in the workplace, the following examples are provided to demonstrate what conduct may result in disciplinary action, up to and including discharge of employment:

- Falsification of Firm records, including, but not limited to, employment application and time reports.
- Theft, fraud, gambling, weapons or explosives in the workplace or in the scope of performing your job for the firm.
- Threatening or intimidating conduct, including fighting, horseplay and practical jokes that adversely affect operations, damage Firm property or endanger persons on the Firm's premises.
- Use of threatening, intimidating, coercive or abusive language in the workplace.
- Insubordination (refusal to comply with instructions) or failure to perform reasonable duties as assigned.
- Use of Firm material, time or equipment for the manufacture or production of an article for unauthorized purposes or personal use.
- Immoral or indecent conduct in the workplace.
- Performance which does not meet the requirements of the job.
- Possession, distribution, sale, transfer, use or being under the influence of alcohol or drugs in violation of the Firm's Drugs and Alcohol policy.
- Excessive absenteeism or leaving the Firm premises during working hours without permission from the Office/Department Manager.
- Violating firm policies, rules, regulations, or practices.

9. Corrective Action. JMB2 intends to address violations of the standards of conduct through progressive discipline. Progressive discipline means that, with respect to most disciplinary problems, an employee will normally be subject to a verbal warning, followed by a written warning, and then discharge from employment. Employees should recognize, however, that certain types of violations are serious enough to justify immediate suspension or even discharge of employment with no prior warning. By using progressive discipline, the Firm hopes that most employee problems can be corrected at an early stage benefitting both the employee and JMB2 Architecture Cooperative.

10. Dress. Proper dress is simply good business. Each employee is an ambassador of JMB2 and as such should project an image that says to the client "JMB2 is a professional organization." Sloppy or inappropriate attire may lead the client to believe that this is the manner in which we conduct our business. All employees who are in direct contact with clients shall wear acceptable professional dress. It is expected that all employees shall dress in clean and well-fitting clothing. Hair, mustaches and beards should be neatly trimmed. Shoes should be clean and shined.



11. Telephone Use. In order to ensure that the telephone is available for clients' business purposes, the frequency and length of personal telephone calls must be limited.

12. Smoking. In the interest of everyone's safety, health, and comfort, smoking has been restricted to specified outside areas. While employees are welcome to smoke on their rest breaks, breaks which are excessive in frequency or length will be treated as an attendance issue.

13. Electronic Communications. JMB2 provides computers, E-mail, Internet, and Intranet to employees at the Firm's expense, in order to access worldwide information for the benefit of the Firm and its clients. Every employee is responsible for maintaining and enhancing the Firm's image and using these tools in a productive manner. The following guidelines are established, toward meeting this purpose.

Acceptable Uses

The Firm's systems are part of the business technology platform that is primarily intended to be used for business purposes. Limited use of these systems for personal purposes is allowed, on a case-by-case basis as mutually agreed upon.

Unacceptable Uses

These systems are not to be used for personal gain or the advancement of individual views. All messages must be communicated using your name and not an assumed name. The Firm forbids the storage, transmission or viewing of "adult materials" on any Firm system or in any other form, whether done on the Firm's premises or using the Firm's equipment. Creation, sending or forwarding of verbal or graphic messages which are intimidating, harassing, offensive, profane or hostile on the basis of race, gender, color, national origin, religion, disability, age or any other protected status is also prohibited. Do not download, share, or copy music files to your computer. Engaging in an unacceptable use of the Firm's systems will result in disciplinary action, up to and including immediate discharge from employment without prior warning.

Security Issues

All messages created, sent or retrieved on the Firm's systems are the property of JMB2 Architecture Cooperative. Employees and contractors do not have a privacy right in any matter that is created, sent or retrieved on the Firm's systems. The Firm reserves the right to monitor these systems and access any message, in order to assure superior service to our clients and to enforce this policy. You must provide your password(s) to the Firm, as your mailbox may need to be accessed in your absence. You must not, however, disclose your password, messages or other information gained via the Firm's systems to unauthorized personnel. Consider the proprietary or confidential nature of the Firm and its clients' information before relaying it via email. Do not presume that the information will be kept confidential. The IT Department, to minimize the introduction of viruses into the Firm's systems, must approve all downloading of software.

Copyright Issues

Copyrighted materials, including but not limited to software, belonging to entities other than the Firm may not be copied or transmitted on the Internet, Intranet or via email. Failure to observe copyright or license agreements may result in disciplinary action by the Firm, legal action by the copyright, or both.



ACKNOWLEDGMENT

I understand that my employment at JMB2 Architecture Cooperative is on an at will basis, and I may resign with the Firm for any reason without contractual obligation. Likewise, I understand that JMB2 may terminate my employment at any time, with or without reason, without contractual obligation. I realize that the policies and procedures contained in this employee manual are intended as guidelines only, and do not create any type of contract of employment. I agree that no one has the authority to modify this “at will” relationship or to create a contract of employment except J. Matthew Brown, AIA, REFP and then only by a written document signed by both parties.

I certify that I have received, read, and thoroughly understand all sections of the JMB2 Employee Handbook. I understand that failure to comply with the policies and procedures outlined in this manual are grounds for serious disciplinary action up to and including discharge from employment.

Printed Name

Employee Signature

Date