# BEAUDRY INC. EMPLOYEE HANDBOOK

#### Welcome to Beaudry!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with the Company and answer many of your initial questions.

As an employee of Beaudry, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences the Company's reputation.

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

Sincerely,

Rick Beaudry President

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# **Section 1: The Way We Work**

#### A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the Company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The Company complies with federal and state law and this handbook generally reflects those laws. The Company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of the Company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement related to your employment will be put into writing and signed by the president of the Company. No employee other than the president of the Company has the authority or ability to enter into any contractual agreement with you on behalf of the Company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

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

This Employee Handbook refers to current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

#### Equal Employment Opportunity

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

to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Oregon, the following also are a protected class: race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; disability; sexual orientation; victim of domestic violence, sexual assault, or stalking; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

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

#### Pregnancy Accommodation

The Company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

Consistent with this policy, unless it would create an undue hardship, the Company will not:

- Deny employment opportunities on the basis of a need for reasonable accommodation.
- Deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship.
- Take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation.
- Require an applicant or an employee to accept an accommodation that is unnecessary.
- Require an employee to take family leave or any other leave, if the employer can make reasonable accommodation instead.

To request an accommodation or to discuss concerns or questions **about this notice**, please contact any one of our supervisors or management personnel. When an employee requests a reasonable accommodation, the Company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- acquisition or modification of equipment or devices;
- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The Company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

• the date the reasonable accommodation became medically advisable;

- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

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

For more information, or if you require an accommodation, please contact the Office Manager.

#### Americans with Disabilities Act

The Company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify any management personnel of the need for accommodation. Upon doing so, the Company will engage in the interactive process with you to determine the limitations posed by any physical or mental impairment. The Company will ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability and may require that you have your medical provider complete an interactive process questionnaire detailing those limitations and how they impact your ability to perform the essential functions of your position. Also, when appropriate, the Company may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The Company will not seek genetic information in connection with requests for accommodation. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

#### A Word About our Employee Relations Philosophy

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

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open, and problems can be discussed and resolved in a mutually respectful atmosphere. We consider individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

#### Policy Against Unlawful Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; disability; sexual orientation; victim of domestic violence, sexual assault, or stalking; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law; or any other category protected under federal, state, or local law ("protected class").

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

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

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

You should report any actions that you believe may violate our policy no matter how slight the actions may seem. If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to <u>Charity Beaudry</u>, <u>Office / HR Manager at (503) 538-6986 at 653 S. Springbrook Rd. Newberg</u>, <u>OR 97132</u>, who is the primary contact responsible for receiving reports of prohibited conduct. You can also, or alternatively, report any such conduct to Jesse Beaudry, <u>Owner / Manager at (503) 538-6986 and 653 S. Springbrook Rd. Newberg</u>, <u>OR 97132</u>, who is the secondary contact responsible for receiving such reports.

If you report such conduct to either of these members of management and the manager either does not respond or does not respond in a manner you deem satisfactory or consistent with this policy, you may also report the conduct to any other member of management.

The Company will investigate the report and then take prompt remedial action when appropriate. The Company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

The Company will not require or coerce an employee to enter into a nondisclosure or no disparagement agreement that prevents or purports to prevent you from discussing any conduct that constitutes discrimination or harassment based on protected class. In the event that you allege that you are harassed or discriminated against at work, you may voluntarily request that the matter remain confidential by requesting a non-disclosure or non-disparagement type provision. Should you enter into such an agreement with the Company, upon your request, you will have seven days in which to revoke the agreement. The Company reserves the right to invalidate any severance or separation agreement entered into with any managerial employee whom the Company determines to have engaged in conduct that violates this policy.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

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

The statute of limitations – i.e., the statutory deadline – for bringing a claim of discrimination or harassment because of protected class is five years from when the discrimination or harassment occurred.

#### **Categories of Employment**

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

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

FULL-TIME EMPLOYEES regularly work at least a 30-hour workweek.

PART-TIME EMPLOYEES work less than 30 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

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

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

Upon hire, your supervisor will notify you of your employment classification.

#### Anniversary Date

The first day you report to work will be recorded in Company records as your anniversary date. This date may be used to calculate many different Company benefits. If your position changes during employment, the date you assume your new position will become your anniversary date. If you have any questions regarding your anniversary date, please see the office manager.

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

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

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

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

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

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

#### New Employee Orientation

Upon joining the Company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor.

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

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the Company and your job.

# **Section 2: Your Pay and Progress**

#### Your Pay and Progress

All employees are required to accurately report all time worked. No employee is permitted to perform any work without clocking in. Working off the clock is strictly prohibited. If you realize that you failed to clock in or out, inform your supervisor immediately. Likewise, if you notice any errors in your reported hours, report those to your supervisor immediately. Any employee asked or required to work off the clock is required to report such request to the office manager immediately. Employees are strictly prohibited from clocking in or out for any other employee and from allowing any other employee to clock in or out for you.

Do not clock in or out more than seven minutes before or after your scheduled start or end time. Employees who punch in more than seven minutes before their scheduled start time, or seven minutes after their scheduled end time, are subject to discipline.

Employees are required to punch out for all meal and rest breaks. Do not clock back in from a meal or rest break until the full 15 or 30 minutes has elapsed Generally speaking, punch times for employees will be as follows:

Day shift: Hours are 6:00 a.m.-4:30 p.m. Clock in between 5:53 a.m. and 6:07 a.m. Clock out between 4:23 p.m. and 4:37 p.m.

Punch time for first break is between 8:00 a.m. and 8:10 a.m.	15-minute paid break	
Punch time for lunch is between 11:00 a.m. and 11:10 a.m.	30-minute lunch break unpaid	
Punch time for second break is between 2:00 p.m. and 2:10 p.m.	15-minute paid break	
Night shift: Hours are 4:00 p.m2:30 a.m. Clock in between 3:53 p.m. and 4:07 p.m. Clock out between 2:23 a.m. and 2:37 a.m.		
Punch time for first break is between 6:00 p.m. and 6:10 p.m.	15-minute paid break	
Punch time for lunch is between 9:00 p.m. and 9:10 p.m.	30-minute lunch break unpaid	
Punch time for second break is between 12:00 a.m. and 12:10 a.m.	15-minute paid break	
CNC router Day shift: Hours are 5:00 a.m5:00 p.m. Clock in between 4:53 a.m. and 5:07 a.m. Clock out between 4:53 p.m. and 5:07 p.m.		
Punch time for first break is between 8:00 a.m. and 8:10 a.m.	15-minute paid break	
Punch time for lunch is between 11:00 a.m. and 11:10 a.m.	30-minute lunch break unpaid	
Punch time for second break is between 2:00 p.m. and 2:10 p.m.	15-minute paid break	
CNC router Night shift: Hours are 5:00 p.m5:00 a.m. Clock in between 4:53 p.m. and 5:07 p.m. Clock out between 4:53 a.m. and 5:07 a.m.		
Punch time for first break is between 7:45 p.m. and 7:55 p.m.	15-minute paid break	
Punch time for lunch is between 11:00 p.m. and 11:10 p.m.	30-minute lunch break unpaid	
Punch time for second break is between 2:30 a.m. and 2:40 a.m.	15-minute paid break	

#### **Meal Periods**

All non-exempt employees who work a shift of six (6) hours or more are required to take a thirty (30) minute duty-free, unpaid meal period. If an employee works a period of seven (7) hours or less (but at least 6 hours), the meal must be taken between the second and fifth hour worked. If the work period is more than seven (7) hours, the meal must be taken between the third and sixth hour worked. Employees are completely relieved of their job responsibilities during their meal periods. Employees must clock out and in for their meal periods. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

#### Waiver of Meal Period

Employees may not waive their meal periods. No Company manager or supervisor is authorized to instruct or approve an employee's wish to forego a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to Charity Beaudry.

#### **Rest Periods**

The Company provides all non-exempt employees with a fifteen (15) minute rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half  $(3\frac{1}{2})$  hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period.

#### Payday

You will be paid bi-weekly on every other Thursday for the two-week period ending the Saturday prior to payday.

When payday occurs on a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the Office Manager immediately. The Office Manager will assist you in taking the steps necessary to correct the error.

#### **Paycheck Deductions**

The Company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

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

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

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

The Company will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt employees' pay.

If questions or concerns about any pay deductions arise, discuss and resolve them with the bookkeeper. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

#### Garnishment/Child Support

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

#### Promotions

We believe that career advancement is rewarding for both the employee and the Company. We will promote qualified employees to new or vacated positions whenever possible.

Job openings may be announced verbally. If you are interested in applying for one of these positions, notify your supervisor.

#### **Pay Raises**

Depending upon your performance and the Company's profitability, adjustments in your pay may be made. Generally speaking, the Company pays employees for the type of work performed within pre-set pay ranges for each position.

#### **Pay Advances**

Pay advances will not be granted to employees.

#### Overtime

There will be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a nonexempt employee, you must have all overtime approved in advance by your supervisor. Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit, in which case we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the Office Manager.

# **Section 3: Time Away from Work and Other Benefits**

#### **Employee Benefits**

The Company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

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

#### Holidays

The Company normally observes the following holidays during the year:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day

Independence Day Christmas Day

In addition to the above holidays, employees receive one floating holiday that may be taken at your discretion with management approval.

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays after completing their introductory period.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your supervisor.

At the end of employment, eligible employees are not paid for the earned but unused floating holiday.

#### Paid Time Off (PTO)

All employees are eligible for Paid Time Off (PTO).

PTO is calculated according to your anniversary date as follows:

Immediately upon hire, you will begin to earn 0.033333 hours of PTO each hour, up to a maximum of 40 hours of PTO. While you begin to accrue PTO immediately upon hire, you are not eligible to take PTO until you have been employed for at least 90 days. You may carry over from one year to the next up to 40 hours of previously accrued and unused PTO, but you may only take a maximum of 40 hours of PTO in any one year.

Exempt employees are presumed to work 40 hours a week and will be provided sick leave at the rate of 1.33 hours per week.

For foreseeable or planned leave, you must submit PTO requests in writing at least ten days in advance to your supervisor. Employees must make reasonable efforts to schedule planned sick

leave in a manner that does not unduly disrupt operations and should attempt not to schedule sick leave during peak work hours, when work is time-sensitive, or when mandatory meetings are scheduled. For PTO requests that are for not for "sick leave," the Company reserves the right to deny a PTO request when operating requirements dictate. When the need for PTO is unforeseeable, the employee must notify the Company as per Company policy, before the start of the scheduled work shift, or as soon as practicable.

PTO may be used for vacation and other personal reasons and for "sick leave," which includes:

- for an employee's own illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventive care;
- to care for a family member with an illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventive care ("family member" has the same definition as under the Oregon Family Leave Act ("OFLA"));
- for any purposes allowed under OFLA, such as bereavement leave, caring for a newborn child or newly adopted/foster child, or sick child leave;
- for any purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking law;
- in the event of a public health emergency, including upon an order of a general or specific public health emergency, or when the employer excludes the employee from the workplace by law or rule for health reasons.

Employees who meet the requirements for use of accrued PTO will be permitted to use such PTO to engage in religious observance or practices, unless the Company cannot accommodate the request because it will impose an undue hardship on business operations.

PTO maybe taken in increments of one hour at a time to cover all or part of a shift.

Employees who provide at least two weeks' advance notice of their resignation will be paid for accrued but unused PTO upon termination of employment. All other employees will not be paid for accrued but unused PTO at the end of employment regardless of the reason for the termination.

#### Jury Duty

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees will be provided time off and paid their ordinary salary unless the employee performs no work for an entire workweek, in which case the exempt employee will not receive his or her salary for that workweek.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the bookkeeper as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

#### Military Leave

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

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

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

Additional information regarding military leaves may be obtained from the bookkeeper.

#### Veterans' Day Leave

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

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

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

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

#### **Family Military Leave**

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

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

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

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

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

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

#### Witness Leave

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

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

#### Juvenile Court Attendance Leave

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

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

#### Bone Marrow Donation Leave

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

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

For more information regarding this leave, please see the Office Manager.

#### **Domestic Violence Leave**

The Company provides unpaid leave to eligible employees who are victims of domestic violence, harassment, sexual assault, or stalking, or who are the parents or guardians of a minor child or dependent who is victim of domestic violence, harassment, sexual assault, or stalking.

#### Leave of Absence

Eligible employees have worked for the Company for at least one-hundred and eighty (180) days immediately prior to taking leave and have worked an average of twenty-five (25) hours or more per week. Leave under this policy may not exceed twelve (12) workweeks during any twelve (12) month period, and may be used to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;
- Seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.
- Obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking;
- Obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- Relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

When possible, employees must give the Company at least two days advanced notice of their intention to take leave for any purpose stated above. If unscheduled or emergency court appearances, or other emergency circumstances make advance notice impracticable, employees must provide as much notice as

practicable and provide their supervisor with documentation that their absence was required for any of the above reasons within a reasonable time after the absence.

#### Reasonable Safety Accommodation

In addition to leave, the Company will provide any reasonable safety accommodation requested by an employee who is a victim of domestic violence, harassment, sexual assault or stalking, except if the accommodation would impose an undue hardship on the operation of the business. Reasonable safety accommodations may include adjustments such as transfers, reassignments, modified schedules, unpaid leave, changed work phone numbers or work stations, lock installation, implementation of safety procedures, or other adjustments to a job structure, workplace facility or work requirement in response to actual or threatened domestic violence, sexual assault.

Prior to making a reasonable safety accommodation, the Company may require certification that the employee is a victim of domestic violence, harassment, sexual assault or stalking. The certification requirement can be satisfied by:

- A copy of a police report indicating that the individual was or is a victim of domestic violence, harassment, sexual assault or stalking;
- A copy of a protective order or other evidence from a court, administrative agency or attorney that the individual appeared in or is preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault or stalking; or
- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider that the individual was or is undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault or stalking.

Information provided in connection with leave or an accommodation under this policy will be kept confidential by the Company, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

Leave under this policy may run concurrently with leave under other applicable law, including the Oregon Family Leave Act (OFLA) and/or the federal Family and Medical Leave Act.

#### Victims of Crime Leave

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

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

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

#### Medical Insurance

Eligible full-time employees may enroll in a single, a single plus one dependent, or a family contract after completing their introductory period. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the Office Manager.

To assist you with the cost of this insurance, the Company pays a portion of a single contract. You are responsible for paying the balance of a single contract and any dependent coverage through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Office Manager.

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

At the end of employment, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Office Manager.

#### COBRA

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the Office Manager.

#### Section 125 Plans

The Company offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance and out-of-pocket medical expenses or dependent care expenses on a "before tax", rather than an "after tax" basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

To participate in this plan, complete an election form and return it to the Office Manager.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes, or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or

discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

#### Family Medical Leave (OFLA)

#### Leave Policy

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

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

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

- To care for an infant, newly adopted or newly placed foster child under 18 years of age or a newly adopted or newly placed foster child older than 18 years of age who is incapable of self-care because of a physical or mental impairment. Any leave due to the birth and care or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within 12 months of the date of birth or placement of the child.
- To care for an "immediate" family member (spouse, child, parent, parent-in-law, same sex domestic partner, grandparent, or grandchild, or same-sex domestic partner's parent or child) with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders you unable to perform any essential function of your position. This includes any pregnancy-related disability or a period of absence for prenatal care.
- To care for a child who is suffering from an illness or injury that requires home care but is not a serious health condition ("sick child leave") and there is no other family member available to care for the child.
- To deal with the death of a family member (spouse, child, parent, parent-in-law, same sex domestic partner, grandparent, or grandchild, or same-sex domestic partner's parent or child) by:
  - Attending the funeral or alternative to a funeral of the family member.
  - · Making arrangements necessitated by the death of the family member; or
  - Grieving the death of the family member.

Eligibility for family and medical leave is as follows:

- To care for newborn, newly adopted or newly placed foster child, an employee who has worked for the Company for at least 180 days immediately preceding the date on which the leave begins will be eligible for such leave: or
- For all other purposes, an employee who has worked for the Company an average of at least 25 hours each week for the 180 days immediately preceding the date on which leave begins will be eligible for such leave.

A **female** employee who takes leave because of a pregnancy-related disability, may take up to an additional 12 weeks for any other purposes permitted under this policy. A female employee who has been granted

Oregon Family Leave Act (OFLA) pregnancy disability leave need not re-qualify for an additional 12 weeks of leave within the same leave year for any OFLA leave purpose. Employees using leave to care for a newborn or newly adopted or newly placed foster child ("parental leave") <u>may be</u> entitled to an additional 12 weeks of leave to take care of a child with a non-serious health condition ("sick child leave") requiring home care. Employees who take less than 12 weeks of parental leave are entitled to the balance of the 12 weeks for any other family leave purpose.

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

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

If you request leave because of your own serious health condition, any accrued PTO must be used concurrently with your medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Also, your leave may run concurrently with other types of leave.

The Company will maintain your insurance benefits during leave covered by the Oregon Family Medical Leave Act. You may be required to continue paying your share of premiums during this leave.

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

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

Leave due to a serious health condition may be taken intermittently if medically necessary.

You must complete the appropriate family leave forms. These forms are available from the Office Manager.

Upon returning from OFLA leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

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

If an employee fails to return to work as scheduled after taking OFLA leave or if an employee's leave exceeds the twelve (12) week OFLA entitlement, such employee may be subject to termination of employment.

#### Medical Certification for a Serious Health Condition

Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of the Company's request to provide the certification. If you fail to do so, you may be subject to discipline, up to and including termination, and the Company may deny the continuation of leave under OFLA, in which case your leave of absence may be considered unauthorized. In addition, you must give notice as soon as is practical (within two business days if feasible) if the dates of leave change, are extended or initially were unknown. An employee on any type of OFLA leave who needs more time than originally authorized must

provide reasonable notice of the need for additional time off prior to end of the authorized period. If you fail to provide such notice or the information provided does not support OFLA qualification, the additional leave will be considered unauthorized.

The Company will pay the cost of the medical verification not covered by insurance or other benefit plan when required by state law. Obtain a medical certification form from the bookkeeper. If possible, you should provide the medical certification within 15 days after you request leave. If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

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

#### "Serious Health Condition" Defined

"Serious health condition" has a unique meaning under the law. It means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care an overnight stay in a hospital, hospice, or residential medical facility, including any
  period of incapacity or subsequent treatment received in connection with such inpatient care.
   "Incapacity" means the inability to work, attend school or perform other regular daily activities due
  to the serious health condition, treatment or recovery;
- Absence Plus Treatment a period of incapacity of more than three consecutive calendar days (including any subsequent treatment period of incapacity relating to the same condition), that also involves:
  - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- *Pregnancy* any period of incapacity or disability (OFLA) due to pregnancy, or for prenatal care;
- *Chronic Conditions Requiring Treatment* a chronic condition which:
  - Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodic rather than a continued period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
- Permanent Long-Term Conditions Requiring Supervision a period of incapacity which is permanent of long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or terminal stages of diseases.

Multiple Treatments (Non-Chronic Conditions) – any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Under these provisions, "treatment" includes examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical examinations, eye examinations, or dental examinations.

A "regimen of continuing treatment" includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" does <u>not</u> include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

#### **Employee Assistance Program**

Eligible full-time employees may participate in our employee assistance program immediately upon hire.

Our Balance *Works*®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the bookkeeper.

#### Returning to Work

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

Obtain return-to-work medical certification forms from the Office Manager.

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

#### No Work While on Leave

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

#### Local Family and Medical Leave Law

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

#### **Social Security**

During your employment, you and the Company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

#### **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the Office Manager.

#### Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the bookkeeper. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

After each incident, regardless of who is at fault, Jesse Beaudry or Charity Beaudry will review the incident. Depending on the accident they will determine if a drug test is required. If one is, they will request a drug test within eight hours and obtain the driver's motor vehicle record (MVR) within three business days.

## **Section 4: Additional Policies and Procedures**

#### Attendance and Punctuality

Attendance and punctuality are important factors for your success within the Company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your production manager or the Shop Supervisor as far in advance as is feasible under the circumstances, but no later than one hour before the start of your workday. You must notify your production manager or the Shop Supervisor via oral conversation and not over voicemail or text.

#### Excused Absence

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible. Time off requests must be filled out and provided to the office manager for approval as far in advance as possible. Or A doctors note requesting that you are to be absent from work.

If you are absent for three days without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you will be removed from the payroll.

#### **Business Hours**

Because of the nature of our business, your work schedule may vary depending on your job and department. Our normal office business hours are:

Monday through Thursday: 7:00 a.m. to 4:30 p.m. Friday: 7:00 a.m. to 11:00 a.m.

Normal shop business hours are:

Monday through Friday: 7:00 a.m. to 4:30 p.m. The shop is open Saturday as needed.

#### Dress Code

#### Shop Personnel

Associates will wear clean and well-maintained attire appropriate to the type of work they do. Clothing should be neat, in good taste, project a positive image, and appropriate for display among co-workers. Shoes must be fully enclosed. Employees are expected to maintain a neat personal appearance and be well groomed.

When performing hands-on activities such as assembling products, moving inventory, or performing maintenance, jeans or shorts may be worn as long as they conform to dress code requirements. The following types of attire are unacceptable:

- Excessively worn clothing (frayed, threadbare, containing holes, etc.)
- Strapless dresses
- Outfits shorter than mid-thigh
- Toeless or otherwise unenclosed shoes
- Halter, tube, or tank tops

- Sheer clothing
- Loose clothing or clothing that otherwise poses catch hazards with equipment

Due to the variety of work assignments and working conditions, it is not practical to establish specific and absolute criteria for appropriate dress. Therefore, it will be up to each reporting area's supervisor to provide guidance on what is appropriate and inappropriate.

#### **Delivery and Install Personnel**

Delivery and installer uniform consist as follows:

Beaudry's shirt or sweatshirt. If a coat is to be warn it must be neutral free of advertisement. Pants must always be worn at or above the waist while on company time. No torn or patched pants. Cargo type shorts are ok. No hats other than Beaudry company hats are permitted.

The Company provides five shirts upon hire to installer and delivery employees at no charge. These uniforms are required to be worn and properly cared for.

Personal appearance, proper hygiene, and appropriate attire are important to the work environment. Customers may gauge the quality of the Company by the attention the employees show to personal appearance and attire. The Company expects hair to be kept to a reasonable length and that beards and other facial hair be neatly groomed and not a hindrance to the employee's performance or safety on the job.

Music is only allowed is if using earbuds, and then only if use of earbuds is safe and will not interfere with the employee's job performance. Any music must be at a reasonable volume level so if someone standing next to you, you can hear them talking to you.

Employees are not to wear jewelry that may cause hindrance to safety and performance of the job. During paid working time any clothing attire that may be considered inappropriate or harassing in nature is not to be worn. Tattoos/body art that may also be considered inappropriate must always be concealed and covered.

Fully enclosed shoes are required.

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources, the employee will be asked not to wear the inappropriate item to work again. In some cases, or if the problem persists, the employee may be sent home to change clothes. For non-exempt employees, a loss of pay may result for the time absent from work to correct the problem. In addition, employees who fail to follow the dress code standards are subject to disciplinary action. If you have any questions regarding the specific standards for your job or if you believe an exception to our standards is necessary because of religious beliefs or disability, please contact your supervisor or Human Resources to discuss potential accommodation.

#### **Lactation Breaks**

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The Company will provide the employee with the use of a private room or other private location near the employee's work area, for the employee to express milk in private.

Notify the bookkeeper to request time to express breast milk under this policy. No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact the bookkeeper.

#### On the Job Training

The Production managers and Team Leaders are responsible for initiating all on-the-job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The Company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see the Office Manager.

#### Standards of Conduct

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

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the Company's policies or safety rules;

- insubordination;
- unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in Company activities or in Company vehicles;
- unauthorized possession, use or sale of weapons, firearms or explosives on work premises;
- theft or dishonesty; inappropriate physical contact;
- harassment; discrimination or retaliation;
- performing outside work or use of Company property, equipment or facilities in connection with outside work while on Company time; poor attendance or poor performance.

These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

#### Access to Personnel Files

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

For more information, contact the Office Manager.

#### **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

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

#### **Care of Equipment**

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

#### **Company Vehicles**

Operators of Company vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a Company vehicle must be reported to the Office Manager immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating a Company vehicle.

Company vehicles should be operated by the employee only. Company vehicles may only be used for jobrelated travel.

Smoking, including use of e-cigarettes, is prohibited in Company vehicles.

The use of seat belts is mandatory for operators and passengers of Company vehicles.

Employees are encouraged to take appropriate safety precautions when using their cellular telephones. The use of cellular telephones, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cellular telephones.

#### **Personal Property**

The Company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

#### Visitors

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

#### **Severe Weather**

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

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

If extreme weather conditions require closing of the building, you will be notified by the Office Manager.

#### **Natural Disasters**

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

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

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

#### **Electronic Communications Policy**

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

Employees may use our Systems to communicate internally with co-workers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in Company Systems are Company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Company. The Systems and Electronic Communications are accessible to the Company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The Company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the Company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Protecting Company Information, Non-Solicitation, Distribution, Electronic and Voice Mail Monitoring, and Internet Usage. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of Company policies or federal, state or local law.

In addition, employees may not use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance written permission of the project manager;
- To download, save, send or access any site or content that the Company might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet (see Social Media policy);
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

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

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer trade secrets or proprietary materials of the Company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the Company. You may not install password or encryption programs without the written permission of the project manager. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The Company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

This policy does not limit an employee's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict an employee's right to discuss the terms and conditions of his/her employment during non-working hours using non-Company systems. Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the project manager for advance clarification.

#### Social Media

The Company has in place policies that govern use of its own electronic communication systems, equipment, and resources which employees must follow. We encourage you to use good judgment when communicating via social media.

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

The same principles and guidelines found in the Company's Employee Handbook policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, vendors, suppliers, people who work on behalf of the Company or its legitimate business interests may result in disciplinary action up to and including immediate discharge.

The following is a general and non-exhaustive list of guidelines you should keep in mind:

- Always be fair and courteous to fellow employees, customers, vendors, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Talk To Us policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages customers, employees, vendors, or suppliers, or that might constitute harassment or bullying. If you have questions or need further guidance, please contact the bookkeeper.
- Examples of such conduct might include offensive posts meant to intentionally harm someone's
  reputation or posts that could contribute to a hostile work environment on the basis of race, age,
  gender, national origin, color, disability, religion or any other status protected by federal, state or
  local law or Company policy. Inappropriate postings that may include discriminatory remarks,
  harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not
  be tolerated and may subject you to disciplinary action up to and including immediate discharge.
- Make sure you are always truthful and accurate when posting information or news. If you make a
  mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy
  settings when appropriate. Remember that the Internet archives almost everything; therefore, even
  deleted postings can be searched. The Internet is immediate. Nothing that is posted ever truly
  "expires." Never post any information or rumors that you know to be false about the Company,
  fellow employees, customers, vendors, suppliers, people working on behalf of the Company, or
  competitors.
- Maintain the confidentiality of Company trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, customers, vendors, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Beaudry, Inc.".
- You must refrain from using social media while on working time or while using equipment we provide, unless it is work-related as authorized by the bookkeeper, or other member of management; or consistent with the Acceptable Use of Electronic Communications Policy.

• Do not use any Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

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

Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate discharge.

You should not speak to the media on the Company's behalf without contacting the bookkeeper. All media inquiries should be directed to them.

Where applicable, the Company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Discuss any concern with Charity Beaudry, Office / HR Manager` at (503) 538-6986 at 653 S. Springbrook Rd. Newberg, OR 97132.

#### Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of the Company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the Company with your appearance as well as your actions. The properly- attired individual helps to create a favorable image for the Company, to the public and fellow employees.

The Company maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for the office and customer interaction.

#### **Recycling and Waste Prevention**

The Company is committed to the environment and its future. Therefore, recycling containers are located throughout the building for the collection of recyclable materials. Waste of time, materials and utilities is costly to the Company. If you have any waste prevention ideas, please advise the bookkeeper in writing.

#### **Reference Checks**

The Company will not honor any oral requests for references. All requests must be in writing and on Company letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of the Company. If you receive a request for reference information, please forward it to the bookkeeper.

#### **Protecting Company Information**

Protecting the Company's information is the responsibility of every employee. Do not discuss the Company's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

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

All telephone calls regarding a current or former employee's position/compensation with the Company must be forwarded to the bookkeeper.

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

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

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Company, or any of its customers, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

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

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

#### Outside Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your supervisor.

Outside employment must not conflict in any way with your responsibilities within the Company. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use Company property, equipment or facilities in connection with outside work while on Company time.

#### Parking

Free parking facilities are available to employees.

The Company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

#### Food Prep. Room

A Food Prep. Room is available for your use. Although the Company provides general custodial care, you are expected to clean up after eating. This room should be kept clean for the next person's use.

#### If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide the project manager with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Employees, who are rehired following a break in service, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

The Company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All Company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the Company may take action to recoup any replacement costs and/or seek the return of Company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

# Section 5: Safety in the Workplace

#### **New Employee Safety Orientation**

Upon joining our Company, you will be asked to go through our safety orientation program. At this time, we will review Company safety policies specific to the job that you will be assigned to.

#### Each Employee's Responsibility

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees, the Safety Committee, and their supervisor regarding safety issues.

<u>Reporting Accidents and Injuries</u>: All employees will be provided care, first aid and emergency service, as required, for injuries or illnesses while on the Company's premises. Employees should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency. If an employee is injured on the job, the Company provides coverage and protection in accordance with Oregon's Worker's Compensation Law. Any injury occurring at work must be reported immediately to the employee's supervisor.

All accidents, injuries and near misses involving employees, Company vehicles and equipment, regardless of severity, are to be reported immediately to your supervisor. Failure to report accidents is a serious matter and may result in disciplinary action up to and including discharge.

<u>Reporting Unsafe Working Conditions</u>: It is the responsibility of all employees to report any unsafe working condition promptly. Reports should be made to your manager, a safety committee member, or Human Resources. We encourage employees to work with us to maintain safety by alerting us to potentially unsafe conditions. If you see an unsafe or dangerous working condition that you can easily correct within the scope of your authority (such as a cord lying across a walk way), you should fix the problem immediately.

<u>Non-Retaliation Policy</u>: It is important for all employees to understand that the Company expects its employees to report all workplace accidents, injuries and unsafe working conditions and to cooperate fully with investigations. We do not allow supervisors, managers, or other employees to retaliate against employees who comply with our injury, accident and safety reporting policies. Employees should bring complaints of retaliation to Human Resources or any other management personnel. These types of complaints will be promptly investigated, and violators are subject to appropriate disciplinary action, up to and including termination of employment.

<u>Personal Protective Equipment</u>: The Company provides you with necessary personal protective equipment, (PPE) to safely perform your job. Depending on your job, PPE may include gloves, hearing protection, respirators, work vests, protective suits and eye protection. Employees are trained in the use of PPE and it is your responsibility to wear and maintain proper PPE as required for your job. Inspect all equipment and personal protective equipment prior to its use and report defective equipment to your manager. Failure to wear appropriate safety gear as required or instructed will result in disciplinary action. If you have any questions about the appropriate PPE for your job, ask your supervisor or contact Human Resources.

<u>Operation of Equipment</u>: Employees are strictly forbidden from driving or operating any equipment unless they have been pre-qualified and authorized by the Company to do so. An employee should not, under any circumstances, operate equipment or vehicles that they feel are not in safe operating condition. If an employee feels that such equipment or vehicle is not in a safe operating condition, they should notify their supervisor.

<u>Safety Committee</u>: The Company has established a Safety Committee that consists of both employee and management representatives who have an interest in the general promotion of safety and health for the Company. The Safety Committee meets once a month and is responsible for making recommendations on

improving safety and health in the workplace. The Safety Committee has been charged with the responsibility to identify problems and obstacles to safety in the workplace; to suggest corrective actions; to help identify employee training needs and to develop accident investigation procedures for the Company. Employee members of the Safety Committee may be elected or may volunteer. Management members are appointed. Safety Committee members serve for at least a year. If you are interested in participating on our Safety Committee, please contact your manager for more information.

Other Safety Information: In addition to following the job-specific safety procedures and rules applicable to their jobs, all employees are expected to maintain a safety oriented focus in the performance of their job duties. This includes using proper body mechanics and lifting techniques, avoiding horseplay and pranks, and complying with all other safety procedures for your work assignment. For more detailed information on the safety rules applicable to your job, see your supervisor.

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

#### Workplace Violence

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

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

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

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

#### Workplace Searches

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

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

#### Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

#### No Weapons in the Workplace

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

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

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

#### In an Emergency

Your supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If your supervisor is unavailable, contact the nearest Company official.

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

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

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

## **Section 6: Drug and Alcohol Policy**

The Company is determined to eliminate the use of drugs, alcohol, and controlled substances in our workplace. The purpose of this program is to improve job safety and performance. This program is designed for the employees to provide reasonable safety on the job and protection from offending individuals, to comply with Department of Transportation laws and to protect the Company's assets.

The term "drugs" shall include all controlled substances regulated under the Federal Controlled Substances Act (21 U.S.C. § 812 et seq.), and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration. It also includes other substances that may impair performance and safety (e.g., inhalants, MDMA, opiates, etc.). Notwithstanding any provisions in state law, marijuana remains a controlled substance under the federal Controlled Substances Act. Accordingly, marijuana is defined as a "drug" for the purpose of this Agreement regardless of whether or not the marijuana was distributed or consumed for medical purposes, or recreational purposes consistent with state law. "Drugs" also applies to prescription and non-prescription medication.

#### **Prohibited Conduct**

Buying, selling, transportation, manufacturing, distributing, possession or use of intoxicants, any controlled substance as defined by law, or any "mood-altering" substance (or any attempt to perform such acts) while on Company property or vehicles, or during work hours, including meals and rest periods, is prohibited. The use of marijuana while on Company property or vehicles, or during work hours, including work hours, including meals and rest periods and rest periods and rest periods is expressly prohibited under this Policy, even if its medical use is authorized under state law.

Reporting to work or returning to duty following breaks or meal periods or otherwise working under the influence of intoxicants, any controlled substance as defined by law, or any "mood-altering" substance is prohibited. An employee is automatically be considered to be "under the "influence" if a prohibited substance is present in the body at or beyond the agreed upon threshold limits as provided by federal DOT testing standards. For those substances not covered by the Department of Transportation Regulations, an employee is considered under the influence if the prohibited substance is present in the body. The Company may also consider other evidence in determining whether an employee is "under the influence."

Failing to fully cooperate with any aspect of the Company's enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; refusing to complete consent forms or other paperwork for enforcement of this policy; refusing to submit to searches of personal possessions required by this policy; failing to comply with rehabilitation conditions; and failing to cooperate in investigations or enforcement of this policy.

Failing to immediately and fully disclose to human resources all convictions (including no contest pleas and other plea bargains) for drug and alcohol related offenses occurring after the effective date of this policy.

Employees who engage in any prohibited conduct are subject to discipline, including discharge even for a first offense.

#### Medications

Each employee must report to their immediate supervisor the use of any prescription or over-the-counter medication that may inhibit the employee's ability to safely and effectively perform job duties or which may result in a positive drug test, such as opiates. An employee who uses a prescription or over-the-counter medication is responsible for consulting with his or her healthcare provider and pharmacist to determine whether there are any side effects that may be affecting the employee's ability to safely and competently perform the job duties. If the employee or his/her healthcare provider feels that he/she is experiencing any of these side effects, the employee must notify his or her supervisor of the side effects *prior to* performing or continuing to perform the job duties. Medical verification of the ability to safely perform job duties may be required before the employee is allowed to continue his/her work assignment. The employee need not

disclose the medical condition for which the medication is being taken unless the Company determines that this is necessary to comply with its legal obligations (e.g. properly designating FMLA, evaluating reasonable accommodations, etc.). As stated above, the use of marijuana under state law (including medical marijuana laws) is unlawful under federal law, and is considered to be a violation of this policy. The Company does not excuse or accommodate marijuana use. However, employees who believe they need some other accommodation for a disability should contact human resources to discuss available options.

Although the lawful use of prescription or over-the-counter medications is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label (including but not limited to using medication prescribed to another person). Please also note that if an employee tests positive for alcohol, it will not be an acceptable excuse that the employee used an over-the counter medication (e.g. Nyquil) containing alcohol.

#### **Drug and Alcohol Testing**

The Company may require that the employee immediately submit to testing for drugs or alcohol under the following circumstances:

- <u>Random Testing</u>. The Company reserves the right to conduct unannounced random testing for drugs of any employee, all employees, a percentage of all employees, or all employees in particular job positions or locations. For individualized random testing, the Company uses a random selection process by an outside facility that affords every employee an equal chance of being tested. Employees must immediately submit to testing if selected without delay or detour. Since it is a random process, it is possible that some employees may be selected for random testing more than once.
- 2. <u>Pre-Employment Testing:</u> The Company reserves the right to test job applicants for drugs or alcohol, with or without cause, as the Company determines appropriate. The Company reserves the right to allow job applicants to commence working subject to their passing the drug screen test. Applicants testing positive will be ineligible for employment and dismissed immediately.
- 3. <u>Reasonable Suspicion Testing</u>: An employee will be required to immediately submit to alcohol and/or drug testing whenever the Company has a reasonable suspicion that the employee has reported to work, is working, or is present in or on Company premises with *any* amount of alcohol and/or drugs in his or her system, respectively. Reasonable suspicion should be based on specific identifiable criteria, which may include observed behavior, witness statements, or employee admissions.

Where an employee has been determined by the Employer to have caused or contributed to any accident resulting in injury or property damage. The Company may also elect not to require post-accident testing if it determines that the employee's action or inaction was clearly not a factor causing the accident or injury

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisory employee provides or arranges for transportation and for the employee to be taken home after testing, unless the employee's test results have been confirmed as negative.

If an employee is injured due to the accident or incident, our first concern is appropriate medical treatment for the employee. However, the employee is required to authorize testing as part of their medical treatment and is also required to authorize the release of appropriate records to enable us to determine whether drugs or alcohol were present in their system, in violation of our policy.

4. <u>DOT/Legally Required Testing</u>: Employees are subject to drug and alcohol testing as required by federal or state regulations (such as DOT/FMCS testing). DOT/FMCS tests are conducted

separately from testing under this policy. However, employees are considered to have violated this policy if a DOT/FMCS or other legally required test is positive.

5. <u>Individualized Return to Work and Follow-Up Testing</u>: Individual employees subject to a Last Chance Agreement under this policy are required to submit to return-to-duty and individualized, random follow-up testing consistent with the terms of the Rehabilitation and Return to Work Agreement for each employee The Company may test for any or all drugs or alcohol including but not limited to the 12 panel urine test that includes MDMA and extended opiates. The Company pays for the cost of all testing required and compensates employees for actual time required for testing.

A drug test will be considered positive if the amounts of the drug(s) and/or its metabolites are above minimum thresholds established in DOT regulations, 49 CFR Part 40, as amended. An alcohol test will considered positive if the presence of alcohol is equal to or above a blood alcohol content of .02%.

#### Searches

When the Company believes there is reasonable suspicion that an employee is in possession of drugs or alcohol in or on Company premises (including vehicles) or has brought them onto our property, all personal items such as packages, bags, lunch boxes, or other items being carried on or being removed from Company property are subject to search/inspection. Furthermore, all Company property such as desks, equipment, lockers, etc., remain the property of the Company and are subject to search at our discretion as well as general access by the Company at any time.

The Company will not search an employee's person, and no employee will be forcibly searched or detained. Reasonable efforts are made to respect an employee's integrity and privacy during searches; however, refusal to cooperate with searches/inspection of items of property and investigations is considered a violation of this policy and will subject an employee to discipline, up to and including immediate discharge. All illegal drugs or drug paraphernalia found in or on Company property may be released to law enforcement.

#### Safeguards

Testing is done by Company designated laboratories licensed by the State of Oregon (or otherwise meeting Oregon's testing standards), in accordance with standards disseminated by the National Institute of Drug Abuse and Department of Transportation. When applicable, medication use is screened by a Medical Review Officer (MRO) and lawful medication used consistently with a prescription is reported as a negative test. All positive test results are confirmed using a confirmatory testing method approved by law.

Test results and other information concerning drug and alcohol investigations are treated confidentially and released only when there is a legitimate business reason, or as otherwise required by law.

#### Violations and Voluntary Rehabilitation

The Company encourages employees who have alcohol or drug problems to seek help voluntarily. However, it is up to each employee to pursue treatment <u>before</u> drug or alcohol problems result in unsatisfactory performance, attendance or safety records, etc., and <u>before</u> the employee is tested, selected for testing, or otherwise violates this policy.

When an employee voluntarily reports a drug or alcohol use problem and seeks assistance before violating our policies, that employee may be placed on a leave of absence or adjusted working hours to allow for inpatient or outpatient rehabilitation treatment. The employee is not permitted to work until such time as a qualified medical authority has verified the employee is able to safely perform his/her job assignment. The time an employee is off work undergoing rehabilitation may qualify as family leave, and is unpaid. (However, employees are required to use their unused sick and vacation leave benefits before unpaid time off is granted consistent with those policies). Also, employees who are receiving health insurance coverage are eligible for insurance benefits as outlined in the plan and consistent with applicable law.

Employees who test positive or otherwise engage in prohibited conduct under this policy are subject to immediate termination of employment. This will include providing adulterated or diluted samples, refusing to complete proper documentation and consent forms or similar conduct. A refusal to submit to a required test shall be considered the same as a positive test and the employee will be subject to immediate discharge.

However, the Company may, at its discretion, allow the employee a one-time opportunity to enter into a Last Chance Rehabilitation and Return to Work Agreement in lieu of discharge. In such cases, the Company's decision is based on all of the surrounding circumstances, including the nature of the violation, the employee's position and length of service, and overall disciplinary record. A Rehabilitation and Return to Work Agreement generally provides, among other things that the employee is subject to unannounced suspicion less testing for a period of time after returning to work, as recommended by the substance abuse provider and consistent with applicable law. Any subsequent violation of the Company's Drug and Alcohol Policy or the terms of the Last Chance Agreement is grounds for immediate discharge.

#### Employees Subject to the Department of Transportation Regulations

Employees subject to the Department of Transportation regulations who voluntarily seek assistance in accordance with Section E above, will be returned to their former position subject to the following:

- A. They will be returned to safety sensitive duties only upon completion of an educational or treatment program as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor; and
- B. Prior to participation in a safety sensitive function, the employee must undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or
- C. Prior to participation in a safety sensitive function, the employee shall undergo a return to duty controlled substance test with a verified negative test result for controlled substances use; and
- D. For up to sixty (60) months following the reinstatement, the employee must consent to be tested for intoxicants, controlled substances or mood-altering substances at any time, with or without cause.

<u>Threshold:</u> The Department of Transportation standards shall be used to determine threshold limits for prohibited substances. An alcohol test will be considered positive if the presence of alcohol is equal to or above a blood alcohol content of .02%.

<u>Felony:</u> If an employee is convicted, pleads guilty, or enters into a plea arrangement of a felony with respect to the possession, sale or transfer of intoxicants, controlled substances as defined by law or "mood-altering" substances outside the work environment, the employee will be discharged and will not be eligible for rehire.

Last Chance Agreements: <u>Individual employees subject to a Last Chance Agreement under this policy are</u> <u>required</u> to submit to return-to-duty and individualized, random follow-up testing consistent with the terms of any Rehabilitation and Return to Work agreement signed by the employee.

# Section 7: Receipt of Employee Handbook and Employment-At-Will Statement

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

I understand that except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the Company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

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

# **BEAUDRY INC.**

# **EMPLOYEE HANDBOOK ACKNOWLEDGMENT**

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

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

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

You may receive this Employee Handbook in three optional types. Please check witch type you would like.

URL link

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www.beaudrycabs.com/employees

