MADDEN INDUSTRIAL CRAFTSMEN, INC.®

Temporary Employee Handbook & Safety Manual

Effective June 2023

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INTRODUCTION

Welcome Statement

Welcome to Madden Industrial Craftsmen, Inc.!

We have always emphasized that outstanding people are the key to our success. Through the efforts of our people, Madden Industrial Craftsmen, Inc. ("MICI") has become a leader in the staffing industry. To ensure continued success, we believe it is important that all employees understand our policies and procedures. This handbook will familiarize you with the various aspects of working with the Company. We encourage you to use it as a valuable resource for understanding the Company. We believe it will also be a useful reference document for all employees. If you have any questions, please do not hesitate to ask them of either your supervisor or any member of Corporate Management.

Best wishes and thank you for taking this first step in getting to know the Company!

Mission Statement

MICI strives to be the leading industrial staffing company in the Northwest by developing lifelong client relationships and recognizing and rewarding our employees' skills and contributions.

We develop lifelong client relationships by:

- Responding quickly to solve client problems as if they were our own;
- Continuously improving our service delivery process and attention to our clients' short and longer term employment needs;
- Acting with honesty and integrity throughout the service delivery life cycle; and
- Committing to providing the right match of employee to employment opportunity, the first time, every time.
- Our employees are our most valuable resource and, therefore, we are committed to:
- Maintaining a mutual respect and open communication between management and employees;
- Understanding our temporary employee's skills and employment objectives to maximize their employment potential;
- Providing a safe work environment throughout our offices and at client job sites;
- Expanding employee skills through training and on-the-job experience; and
- Providing advancement opportunities and fairly compensating employees based on their individual skills and contributions.

About Our Handbook

To help you get oriented, we have designed this Employee Handbook & Safety Manual ("Handbook") to give you some basic information on our current personnel policies, procedures and benefits. **This Handbook has been adopted by and applies to all <u>temporary</u> employees of Madden Industrial Craftsmen, Inc. (referred to herein**

as "MICI" or the "Company"). This Handbook does not apply to non-temporary employees, who are covered by a separate Handbook. Please read this Handbook carefully and ask questions if there is anything you do not understand, then sign the acknowledgment on the last page and return it to the individual who provided it to you.

The Company is an at will employer, meaning that you may end the employment relationship at any time, for any reason, with or without cause or notice. The Company has the same right, and may end your employment without cause or notice and for any reason, except those reasons prohibited by law. The President is the only person authorized to enter into any employment contract and/or agree to anything other than "at will" employment, and any such contracts or agreements must be in writing and signed by both parties to be valid.

While this Handbook is not a contract of employment or a promise of specific treatment in specific situations, it does summarize many of our policies, procedures, and benefits so you know how we normally handle many aspects of the employment relationship. This Handbook may also cross-reference other policies or benefits that may apply to you; for example, insurance and retirement benefit programs. This Handbook supersedes any prior written or oral policies, statements, or understandings on these subjects, including any previous handbooks issued by the Company.

We believe in maintaining progressive employment policies, as well as a competitive wage and benefit package, so this Handbook will evolve as our Company grows. And because no employee handbook or policy manual can anticipate all circumstances or new laws that might arise, we reserve the right to interpret, change, or eliminate these policies, procedures, and benefits, or to add new ones, after notice to affected employees. Any changes, additions or deletions to this Handbook must be in writing and must be expressly authorized and issued by the President to be valid. Except as required by an applicable law (such as ERISA), an employee is not guaranteed rights to any employment, compensation, or benefit policy or plan unless the policy or plan is still in effect at the time of a qualifying event. In addition, the terms and conditions of the policy or plan in effect at that time will govern.

This Handbook does not supersede any currently effective Collective Bargaining Agreement (CBA) applicable to bargaining unit employees covered by this Handbook. If there is any conflict between the policies set forth in this Handbook and an applicable CBA, the CBA will control with respect to covered bargaining unit employees. However, if a policy in this Handbook is consistent with or permitted by the CBA, it will not be considered to be in conflict with the CBA and the Handbook shall control. Employees subject to a CBA should also refer to the CBA for additional information regarding their employment.

As noted above, this Handbook does not contain every rule or policy that may apply to Employees in the performance of their duties. Because the Company's employees provide a number of different services at a variety of locations and facilities, additional or more specific work rules may be issued to address the unique needs of each work-site or set of job duties. In the event that any supplemental work rule conflicts with the Handbook, the Handbook shall control. However, if a work rule is more specific than the Handbook, or applies a stricter standard than the Handbook, it shall not be considered a conflict and the work rule shall control. If a CBA exists and applies, the CBA will govern unless the work rule is not a written policy.

Some states and some government contracts or regulations may require us to observe different policies, procedures, or rules on some of the subjects covered by this Handbook, and our employees in those locations are automatically subject to them. Supplemental state policies are included at the end of this Handbook to address those requirements.

This Handbook is intended to comply with all applicable federal, state, or local laws and shall be deemed modified to the extent necessary to comply with all applicable laws. Should any provision in this Handbook be found to be unenforceable and invalid it will not invalidate the entire Handbook, but only that particular provision.

Ethical Standards/Conflict of Interest Statement

The Company has an excellent reputation for conducting its business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of that reputation and are obligated to uphold it in every business activity. If you are ever in doubt whether an activity meets our ethical

standards or compromises the Company's reputation, please discuss your concerns with your recruiter or supervisor or a member of Corporate Management.

Open Door Policy

Questions, Suggestions, and Complaints

People work together best in an atmosphere where they are valued as individuals and recognized as members of a team. This kind of respect prompts individuals to achieve the highest level of personal performance. Our aim is to create and constantly enhance such an environment.

We firmly believe that when misunderstandings, problems, or questions arise, they should always receive our prompt attention. We want to maintain an open line of communication with all of our employees. Suggestions, complaints, problems, etc., are always welcome here. We encourage you to bring them to our attention. No employee will be discriminated or retaliated against for doing so.

This Open Door Policy is intended as the exclusive procedure for resolving all questions and complaints, etc., other than those arising solely under some federal or state law. (For example, we would expect you to use this procedure to resolve a discrimination or harassment issue because those subjects are also covered by the Handbook.)

Problems with Coworkers

Many workplace pressures and problems involve interrelationships between coworkers, and we encourage employees to discuss any problem or issue with the coworker(s) involved in an honest attempt to work out the differences or solve the problems. An employee who is not comfortable doing so or is not satisfied with the outcome should use this procedure.

How the Open Door Procedure Works

An employee with a complaint, question, or concern regarding a coworker, discipline, any aspect of their position or duties, or the interpretation of any of the provisions of this Handbook or any of the Company's policies or rules, should follow these procedures:

STEP 1: Because your recruiter or supervisor is often in the best position to help, your first step generally is to discuss the problem with them. You must discuss the problem with your recruiter within five (5) workdays of the occurrence of the complaint or problem (or when you knew or should have known of its occurrence). They will typically give you a response within five (5) workdays.

STEP 2: If you are not satisfied with the recruiter or supervisor's response, the next step is to take the matter to Corporate Management within five (5) workdays of the supervisor or recruiter's response. If Corporate Management concludes that your complaint may have merit, they will meet to discuss the issues and normally will provide you with a written answer within ten (10) working days.

We may need to extend the time for our response at one or more steps in unusual circumstances (for example, where more time is needed to investigate your question or complaint) but you will be informed of any delay.

Alternative Open Door Procedures

We realize that there may be situations when you may believe that one or more of the individuals who would review your question or complaint at one or more of the steps in our procedure is the cause of the problem or does not have the authority to help or answer your questions. In these unusual situations, you may present your question or complaint directly at the next step. Also, in situations involving possible discrimination or harassment, you may always refer the matter directly to any member of Corporate Management.

The Effect of a Decision (or Failure to Appeal)

Our answer at any step is final and binding on all of us unless the matter is appealed to the next step within the time limits. Corporate Management's answer will be similarly final and binding.

Suggestions

If you have any suggestions or ideas that you believe would benefit the Company, we would encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the Company and its employees.

Employees' Right to Engage in Mutual Assistance

Nothing in this Open Door Policy will be interpreted or applied by the Company in a manner that interferes with employees' rights under Section 7 of the National Labor Relations Act to engage in coordinated group efforts to improve wages or working conditions. For example, nothing in this policy will be interpreted or applied in a manner that might discourage employees from freely discussing their working conditions among themselves, engaging in collective efforts to change those conditions, or coordinating efforts to approach a supervisor or Corporate Management about working conditions or wages.

ARBITRATION PROGRAM

The Company has adopted the following Arbitration Program to resolve claims or disputes arising out of or related to certain employees' employment or termination from employment with the Company that the employee or the Company could otherwise bring in a court of law. The Company requires employees to agree to this Arbitration Program pursuant to a separate Agreement to the Arbitration Program. This policy and the separate Agreement to Arbitration Program are collectively referred to herein as the "Arbitration Program." Employees with questions about the Arbitration Program or the Agreement to Arbitration Program should contact Corporate Management.

Purpose of the Arbitration Program

For a business of its size, the Company is fortunate to have had very few employment-related lawsuits over the years. This is a result of a culture that emphasizes respect, encourages open communication, and prizes our employees as our most valuable asset. However, as with any decent-sized business, disputes are inevitable from time to time. Moreover, in those rare instances in which an employment dispute escalates to litigation, it is inevitably highly disruptive, highly time-consuming, and highly costly for everyone involved.

Fortunately, a federal law called the Federal Arbitration Act (FAA) allows businesses to adopt dispute-resolution programs that provide for the private arbitration of disputes, instead of litigation in court. The Company has decided to take advantage of the FAA to adopt this Arbitration Program, which is authorized and governed by the terms of the FAA. The Company believes that this Arbitration Program will alleviate much of the normal burden of litigation for both sides. Arbitration is much like a court proceeding, but it is less formal, less time-consuming, and generally less expensive. The Company has adopted this Arbitration Program so that both the Company and its employees can realize these mutual benefits of arbitration.

Scope and Application of the Arbitration Program

Except for the types of claims specifically referenced in the next section ("Limitations on the Arbitration Program"), this Arbitration Program applies to any dispute arising out of or related to an employee's employment with the Company, or the termination of an employee's employment, that employee or the Company could otherwise bring in a court of law. This includes not only claims against the Company, but also claims against any owner, officer, director, employee, agent, shareholder, representative, parent, subsidiary, affiliate, successor, or assign of the Company (collectively referred to herein as "MICI" or the "Company"). This Arbitration Program requires all such disputes to be resolved only by an arbitrator through final and binding arbitration, and not by way of a jury trial or other proceeding. For example, some of the claims that must be arbitrated under this Arbitration Program, instead of being decided by a judge or a jury, include claims asserting:

- Breach of contract
- Violations of Title VII of the Civil Rights Act of 1964
- Violations of the Civil Rights Act of 1991
- Violations of the Americans with Disabilities Act (ADA)
- Violations of the Age Discrimination in Employment Act (ADEA)
- Violations of the Family and Medical Leave Act (FMLA)
- Violations of the Fair Labor Standards Act (including claims for overtime wages)
- Violations of any state law addressing employment discrimination, reasonable accommodations for individuals with disabilities, family or medical leave, minimum wages, or overtime compensation

These are just a few examples of the types of statutory and common-law claims that must be arbitrated under this Arbitration Program instead of being litigated in court. The Company will not retaliate against an employee or former employee in any way for bringing in court a claim that is covered by this Arbitration Program. However, the Company may lawfully seek to compel arbitration of any such claim, along with a stay or dismissal of the court action.

Limitations on the Arbitration Program

This Arbitration Program does not apply to claims for workers' compensation, state disability insurance, unemployment insurance benefits, or any other claim that a valid and applicable state or federal law prohibits from being subject to a mandatory arbitration agreement. Moreover, an employee may file and pursue a complaint with, and fully participate in any investigation conducted by, any federal or state agency charged with investigating complaints regarding working conditions and/or complaints that allege discrimination or wage-and-hour violations, including, without limitation, the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlrb.gov), or similar state agency. These agencies may award an employee remedies with respect to any such complaint. In addition, disputes arising under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are not subject to arbitration under this Arbitration Program.

Just as nothing in this Arbitration Program prevents an employee from filing a complaint with any of the state or federal agencies referenced above, nothing in this Arbitration Program excuses an employee from filing and pursuing an administrative complaint with any of those agency or another agency where the law requires that the employee do as a prerequisite to bringing a private claim in court. For example, to sustain a claim in federal court alleging a violation of Title VII of the Civil Rights Act of 1964, a plaintiff must have filed a timely complaint with the Equal Employment Opportunity Commission first. Similarly, an employee must file a timely complaint with the EEOC as a prerequisite to arbitrating a Title VII claim under this Arbitration Program. Any such requirements (sometimes referred to as the "exhaustion of administrative remedies" requirement) will apply to claims subject to arbitration under this Arbitration Program to the same extent they would apply if the employee brought the same claims in a court of law.

Initiating Arbitration

To bring a claim to arbitration under this Arbitration Program, the party bringing the claim (i.e., the employee or the Company) must demand arbitration in writing and deliver the written demand via U.S. Postal Service Certified Mail, Federal Express, or United Parcel Service (UPS) to the other party within the statute of limitations period that applies under state or federal law to the type of claim in issue. (The date of mailing will be deemed the date of delivery, where available.) The demand for arbitration must identify whom the claim is against (e.g., the Company and/or one of its officers), include a brief statement of the legal and factual bases of the claim, and specify what remedy the claimant wants (e.g., an amount of money damages). Any demand for arbitration by the employee made to the Company must be addressed to:

Paul Madden and Kelsey Scotch
Madden Industrial Craftsmen, Inc.
1800 NW 169th Place, Suite A200
Beaverton, Oregon 97006

Any demand for arbitration by the Company made to the employee must be addressed to the employee's last known mailing address on file with the Company.

The arbitrator will resolve all disputes regarding the timeliness of a demand for arbitration and whether the demand states a claim that is subject to arbitration (i.e., whether it states a claim that could be brought in a court of law, absent this Arbitration Program, and whether any such claim is subject to any exception stated in the preceding section). Either the employee or the Company may apply to a court for temporary restraining order or preliminary injunction in connection with a claim or dispute that is subject to arbitration under this Arbitration Program, but such relief may only be granted if the court determines that an award to which the employee or the Company might be entitled after a full arbitration on the merits would likely be ineffective or incomplete without a temporary restraining order or preliminary injunction to prevent further harm or further legal violations in the meantime. Also, any litigation of the claim or dispute after a temporary restraining order or preliminary injunction is granted or denied will be before an arbitrator.

Arbitrator Selection

After receiving a demand for arbitration from an employee or employee's representative, or filing a demand for arbitration against an employee, the Company will ask the American Arbitration Association (AAA) to provide the employee and the Company with a list of seven (7) neutral arbitrators with experience deciding employment disputes. The employee and the Company will then have the opportunity to review the background of the potential arbitrators by examining the materials provided by AAA. Within seven (7) calendar days after both the employee and the Company have received the list of potential arbitrators from AAA, the Company or its representative will contact the employee (or employee's attorney, if the employee is represented) to attempt to reach a mutual agreement on the appropriate arbitrator from the list to arbitrate the dispute. If the employee and the Company have not agreed on a choice within ten (10) calendar days of having received the list from AAA, then the employee and the Company will begin to take turns striking arbitrators from the proposed list until only one (1) remains. The employee will have the first opportunity to strike a name from the list. Each side, when it is its turn to strike, will inform the other side whom it is striking within two (2) calendar days. When only one (1) individual remains on the list, the Company will inform AAA who that is, and that individual will serve as the arbitrator and decide the parties' dispute. However, if both the employee and the Company mutually agree that the remaining arbitrator is unacceptable, the Company will request a second seven-person list from AAA, and the selection process will begin again. An arbitrator from this second list will conduct the arbitration.

Arbitration Procedures

Arbitrations under this Arbitration Program will be conducted in accordance with the Employment Arbitration Rules of AAA, except to the extent there is any conflict between those rules and any specific provision of this Arbitration Program, in which case the conflicting provision of this Arbitration Program will govern. AAA's Employment Arbitration Rules are available online at https://www.adr.org/Rules (PDF). Alternatively, an employee may request a hard copy of the rules from Corporate Management. In arbitration, the parties will have the right to conduct adequate civil discovery, bring motions to dismiss and motions for summary judgment, and present witnesses and evidence as necessary to present their claims and defenses. Any disputes with regard to any such matters will be resolved by the arbitrator.

Participation in Arbitration

To preserve some of the principal benefits of arbitration, such as the relative speed and informality of the proceedings, any arbitration under this Arbitration Program will occur only between an individual employee and the party whom the employee sues (e.g., the Company and/or an officer of the Company) or who sues the employee. In some cases, employees will litigate claims as a class or collective in proceedings in court. However, this type of litigation does not work well in the arbitration setting, as it requires following complicated procedures that are too unwieldy for the relatively informal setting of arbitration. Therefore, no dispute or claim subject to arbitration under this Arbitration Program may be brought, heard, or arbitrated as a class, collective, or representative action. Employees are obligated to pursue their claims in arbitration individually, and not as a representative or member of any class or collective of employees and/or former employees. By signing the Agreement to Arbitration Program, employees waive the right to participate in a class, collective, representative, PAGA, or other joint action with respect to claims covered by arbitration, except where such waiver is prohibited by law or deemed by a court to violate public policy.

No employee will be disciplined, threatened with discipline, or retaliated against in any way for filing, joining, attempting to join, or failing to opt-out of, a class, collective, or representative action. However, the Company may lawfully seek enforcement of this Arbitration Program under the FAA, including enforcement of this this individual arbitration provision, and seek dismissal of such class, collective, or representative actions or claims. Notwithstanding any other provision in this Arbitration Program, any dispute over whether all or part of this provision regarding individualized arbitration is enforceable, unconscionable, void, or voidable may be resolved only by a court of competent jurisdiction and not by an arbitrator.

Payment of Arbitration Costs

Employee will be responsible for any arbitration filing fees, up to the amount that it would cost the employee to file the same claims in state or federal court (whichever cost is lower). The Company will pay any additional filing fees. The Company will also pay the arbitrator's fees and any separate fees associated with holding the arbitration (e.g., for conference rooms). Any disputes with regard to the payment of such fees will be resolved by the arbitrator. Each party will pay the fees for their or its own attorney or attorneys. However, if a state or federal statute allows the employee to recover reasonable attorney fees if the employee prevails on a claim under that statute, the employee will be entitled to recover such fees in arbitration to the same extent as if the employee had prevailed on the same claim in court. Similarly, to the extent an applicable state or federal statute allows a prevailing employer or former employer to recover its attorney fees, the arbitrator may award fees to the Company if it prevails on a claim or defense, consistent with the applicable statute.

Procedures Governing the Hearing and Award

The parties will arbitrate their dispute before the arbitrator, who will confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within thirty (30) days after the end of the arbitration hearing, any party may file a post-arbitration brief, a copy of which must mailed, via first-class USPS mail or DHL, FedEx, or UPS, to the other party or parties to the arbitration. The arbitrator may award any party to the arbitration any remedy to which that party is entitled under applicable law; no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Program. All statutes of limitations that would have applied in a court of law will also apply in the arbitration. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction will have authority to enter a judgment enforcing the arbitrator's award.

Governing Law Applicable in the Arbitration

Except to the extent that state law is preempted by the FAA, the interpretation and enforcement of this Arbitration Program will be governed by the laws of the state in which Employee's employment was based at the time Employee signed this Arbitration Program.

Severability

If the arbitrator or a court of competent jurisdiction deems any portion of this Arbitration Program unenforceable, the remainder of this Arbitration Program will remain enforceable, and the arbitrator or court may substitute for the invalid provision language that is enforceable that most closely reflects the intent of the invalidated language.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICIES

Our Commitment to Equal Employment Opportunity

We are committed to providing equal employment opportunities to all persons regardless of race, color, ethnicity, national origin, ancestry, religion, age, sex, gender, pregnancy, sexual orientation, gender identity, gender expression, marital status, veteran status, physical or mental disability, genetic information, on-the-job injuries, or any other legally protected status, unless it is a bona fide occupational requirement reasonably necessary to the operation of our business. We provide equal employment opportunity to all persons in all aspects of the employment relationship, including, but not limited to, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment. We will take steps to ensure that all employment practices are free of such discrimination. Corporate Management is primarily responsible for ensuring that our equal employment opportunity and discrimination and harassment policies are implemented and followed, but all employees and supervisors share in the responsibility for complying with these policies and promptly reporting any concerns they may have of potential violations of this policy.

Prohibition of Unlawful Discrimination, Harassment, and Retaliation

We are also ABSOLUTELY committed to providing a work environment that is free of ALL forms of unlawful discrimination, harassment, and retaliation, as well as other offensive conduct that disrupts or interferes with another's work performance or creates an intimidating, offensive, or hostile work environment. We will not tolerate discrimination, harassment, or retaliation against any of our employees by anyone — supervisors, coworkers, clients or vendors – on the basis of an employee's protected characteristic or because of association with a person with a protected characteristic, including race, color, ethnicity, national origin, ancestry, religion, age, sex, gender, pregnancy, sexual orientation, gender identity, gender expression, marital status, veteran status, physical or mental disability, genetic information, on-the-job injuries, or any other legally protected characteristic under federal, state, or local law. Any employee, in any job position, found to have engaged in discriminatory practices will be subject to discipline, up to and including termination and/or other applicable legal sanctions. Our policies also expressly prohibit sexual assault, which is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation. For purposes of this policy, the "workplace" includes when employees are on company premises, at a company-sponsored off site event, traveling on behalf of the Company, or conducting company business, regardless of location.

The Company prohibits all forms of discrimination and harassment, but emphasizes that sexual harassment and sexual assault are specifically prohibited and will not be tolerated under any circumstances.

Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature if (1) submission to the conduct is in any way made a term or condition of employment; (2) submission to (or rejection of) the conduct is used as the basis for any employment-related decisions; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

This means no sexual or sexist language, jokes or innuendo; nude or obscene cartoons, drawings or photographs; profanity, whistling or cat-calling; staring or leering; pinching, patting, inappropriate touching, unwelcome hugging or kissing; etc., or other conduct that might create or contribute to a hostile or offensive working atmosphere. Conduct prohibited by this policy includes conduct by a member of the same or opposite sex or gender, regardless of any involved individual's actual or perceived sex, gender, sexual orientation, gender identity, or gender expression.

Other Types of Unlawful Harassment

We want to maintain a working environment free from all forms of unlawful harassment, whether based upon race, color, ethnicity, national origin, ancestry, religion, age, sex, gender, pregnancy, sexual orientation, gender identity,

gender expression, marital status, veteran status, physical or mental disabilities, genetic information, on-the-job injuries, sex, or any other legally protected characteristic or status.

This means no "ethnic jokes;" religious slurs; use of offensive "slang" or derogatory terms, slurs or profanity denoting race, age, national origin, disability, etc.; mimicking one's speech, accent or disability; derogatory comments regarding protected statuses or characteristics; or other conduct that might create or contribute to a hostile or offensive working atmosphere.

Reporting Unlawful Discrimination or Harassment

All employees must report promptly all concerns of unlawful harassment, discrimination, or retaliation. All employees are also encouraged to document all incidents of unlawful harassment, discrimination, or retaliation as soon as possible.

If you believe that you have been discriminated against or harassed, or have witnessed or suspect any violation of this policy, you may report the matter to your supervisor or recruiter. If you are uncomfortable reporting to your recruiter or supervisor, regardless of the reason, you should report it directly to a member of Corporate Management. In all cases, you must make your complaint or report to someone who is not a perpetrator of, participant in, or witness to the actual or suspected discrimination or harassment. When you make your complaint or report, you may bring a coworker with you if that would make you feel more comfortable. No employee will be discriminated or retaliated against for bringing a question or complaint to our attention or for bypassing the chain of command.

All employees, supervisors and managers are required to support both the letter and spirit of this policy. The Corporate Management Team is responsible for ensuring that all complaints are promptly and thoroughly investigated in as confidential a manner as is possible under the circumstances. Appropriate corrective action will be taken, **up to and including termination**, when violations have occurred. For further information, or to report any problems or complaints relating to discrimination or harassment, contact your recruiter or supervisor or any member of Corporate Management.

Retaliation Is Prohibited

The Company strictly prohibits, and will not tolerate, any retaliation against an employee for: (a) making a good-faith complaint or report of actual or suspected harassment, discrimination, or retaliation; (b) participating in good faith in an investigation into reported harassment, discrimination, or retaliation; or (c) providing testimony or other assistance in good faith to support a claim of harassment, discrimination, or retaliation. If you believe that you or any other employee of the Company has been subjected to any negative treatment by a superior, coworker, or client—or any other person with any association with the Company—because you or they reported, opposed, or complained of actual or suspected harassment, discrimination, or retaliation, you should promptly report your concern consistent with the procedure for reporting actual or suspected harassment. (See "Reporting Unlawful Discrimination or Harassment," above). The Company will undertake a prompt and thorough investigation and will take appropriate corrective measures (including disciplining the offender, if a Company employee) if it determines that a violation of this policy has occurred.

Other Inappropriate Behavior

When an investigation results in the discovery of conduct that does not rise to the level of a violation of the law, but is nevertheless inappropriate, the Company will take appropriate corrective action up to and including termination.

State or Local Discrimination, Harassment, and Retaliation Laws Also Apply

Employees should refer to the supplemental state policies at the end of this Handbook for additional information regarding additional discrimination, harassment, and/or retaliation protections that may be applicable to them under state or local law.

Reasonable Accommodations

Disability Accommodations

The Company does not discriminate against qualified individuals on the basis of disability in any aspect of employment. Qualified individuals are those applicants or employees who can perform the essential functions of an available position for which they are qualified either with or without a reasonable accommodation. Reasonable accommodations are determined based on a case-by-case analysis and should be requested through the employee's recruiter or supervisor or Corporate Management. We will consider requests for accommodations through an informal, interactive process between the employee, the employee's recruiter or immediate supervisor, and Corporate Management. An employee may be required to provide documentation during the accommodation process, including a statement from a medical provider, in order to establish eligibility for accommodation and the effectiveness of proposed accommodations. The Company will provide reasonable accommodations to qualified disabled individuals that do not cause undue hardship for the Company or create a direct threat to the health or safety of the employee or others. Reasonable accommodations could include things such as physical restrictions, modifications to the physical work environment, modifications to the work schedule, or unpaid disability leave from work (even if the employee is not eligible for or has already exhausted other forms of protected leave). The Company, in its sole discretion, may provide an accommodation suggested by an employee, or may provide an alternative reasonable accommodation that will enable the employee to perform the essential functions of their job. To the extent possible, the Company will maintain the confidentiality of all documentation obtained during this process separately from personnel files and limit access only to authorized individuals. The Company expressly prohibits any form of discipline, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

Pregnancy and/or Lactation Accommodations

The Company does not discriminate against employees because of pregnancy, childbirth, or a related medical condition, and provides reasonable accommodations to pregnant and lactating employees in accordance with applicable law. If an employee is temporarily unable to perform her job due to a medical condition related to pregnancy or childbirth, the Company will provide reasonable accommodations to the employee to the same extent as it would any other temporarily disabled employee, unless undue hardship or a direct threat would result. Reasonable accommodations for a pregnancy- or childbirth- related disability could include things such as light duty, alternative assignments, physical restrictions, or modifications to the physical work environment, disability leave, or other unpaid leave.

The Company also provides nonexempt employees who are nursing mothers with accommodation in the form of reasonable break time for the employee to express breast milk for her nursing child each time she has need to do so for one (1) year after the child's birth, or as otherwise required by applicable state or local law. The Company will also provide such employees with a reasonable location, other than a bathroom, that is shielded from intrusion by coworkers and the public, which may be used by such employees to express breast milk. Lactation breaks are unpaid, except to the extent they overlap with another paid rest break, in which case only the time that exceeds the normal rest break period is unpaid.

Employees should refer to the supplemental state policies applicable at the end of this Handbook for additional information regarding specific pregnancy and/or lactation accommodations that may be available to them under state or local law. Employees should contact their recruiter or supervisor or Corporate Management to request an accommodation or for additional information regarding pregnancy or lactation accommodations.

Religious Accommodations

The Company provides reasonable religious accommodations to employees and applicants in accordance with applicable law. If any employee believes they may need reasonable accommodation, such as in the form of time off from work or a dress and/or clothing accommodation, because of their religious beliefs or practices, they should discuss the situation with their recruiter or supervisor or Corporate Management.

PERSONNEL POLICIES

Employees Covered by This Handbook

This Handbook applies to "temporary employees" who are directly employed by the Company to provide contracted temporary services to the Company's clients, and are treated and classified as Company employees for payroll and benefit purposes. Non-temporary employees (including office and management staff) represent a distinct classification and are not covered by this Handbook. Additionally, anyone paid by another employer or whom the Company has classified as a "vendor," "consultant" or "independent contractor" is not an employee.

Nonexempt Employee Status

As a temporary employee, you are classified as a "nonexempt" employee who is eligible for overtime pay under federal or state law. (See the "Overtime Pay" section below, for more information.) Your work schedule may vary, and you may or may not work part-time or full-time during any given workweek.

Time and Pay Policies

Pay Periods and Paychecks

The standard pay period for temporary employees is weekly (Monday through Sunday). Paychecks and pay advices (for employees with direct deposit) are available online each Thursday. Please contact our office for information to access this information online. When a payday falls on a holiday, paychecks will be distributed on the last working day prior to the holiday. Any questions about your paycheck should be directed to the payroll department.

Reporting Time

Each temporary employee is responsible for accurately keeping track of their time worked on a daily basis and completing a weekly timecard. These timesheets should be signed by the client's supervisor and submitted by 5:00 pm on Monday for payment. Accuracy and timeliness in providing these records is essential to ensure proper pay. An employee who misrepresents the number of hours worked or fails to record or report all hours worked generally will be terminated.

Work Schedules

Temporary employees will be assigned a work schedule on an as needed basis, based upon their client and position assignment. Temporary employees who are entitled to meal or rest periods under state or local law will receive such breaks in accordance with applicable law. Employees should refer to the supplemental state policies at the end of this Handbook for additional information.

Payroll Deductions

Your earnings and payroll deductions are shown on a voucher with your check. Deductions required or authorized may include:

- Federal Income Tax
- State Income Tax
- Social Security Tax
- Garnishments/Wage Attachments
- Retirement Plan
- Charitable Contributions
- Workers Compensation Insurance
- Insurance premiums

Overtime Pay

An attempt will be made to plan overtime with consideration for employees and clients, but temporary employees who are requested to work overtime will be expected to comply unless excused in advance by their supervisor. Nonexempt temporary employees must receive advance authorization from the supervisor or manager to work beyond the standard workday.

Except as otherwise provided by applicable law, nonexempt employees are paid overtime at time and one-half (1 ½) the regular hourly rate for all hours worked over forty (40) in a workweek.

In addition, when agreed by the Company or required by state or local law, the Company pays overtime rates for all hours that a nonexempt employee works in excess of eight (8) hours in any workday. However, this daily overtime may not apply to work performed for certain clients. For purposes of calculating overtime, only actual hours worked are counted.

For example, hours taken as sick time will not be paid at overtime rates. Moreover, they will not be counted in calculating whether an employee has worked in excess of eight (8) hours in a day or forty (40) hours in a workweek. (Example: Employee J. Doe is scheduled for a 45-hour workweek, consisting five (5) straight nine-hour shifts, Monday through Friday. Doe works the first four (4), for a total of thirty-six (36) hours worked in the workweek. However, Doe calls in sick for the Friday shift, using nine (9) hours of available sick time. Doe will receive four (4) hours of overtime pay for the workweek, assuming that applicable law or MICI's arrangement with the client provides for daily overtime for hours worked in excess of eight hours in a day. Doe's nine (9) hours of sick time are paid at Doe's regular rate of pay, not an overtime rate. Moreover, those hours do not count in calculating whether Doe has worked in excess of forty (40) hours in the workweek, which is why Doe is entitled to four (4) hours of overtime, instead of five (5)).

In addition to paying overtime in the above-referenced circumstances, MICI will comply with any other overtime pay requirements that apply to it under federal, state, or local law.

For overtime purposes the workweek starts at midnight on Sunday and ends at 11:59 p.m. the following Sunday.

Show Up Time

In some cases, and in the sole discretion of the Company, temporary employees may be paid two (2) hours of show up time at their standard straight time rate in the event that they show up to a cancelled job. Likewise, in some cases, and in the sole discretion of the Company, temporary employees may receive four (4) hours show up time at their standard straight time rate if the job is completed or cancelled before our four (4) hour minimum is reached. Any payment for any time not actually worked does not count toward the forty (40) hour threshold for overtime pay.

Pay Advances

Pay advances will be granted at the discretion of the Company and only in cases of extreme emergency or personal hardship. These advances are always considered early payments for future work performed by an employee and are not to be considered a loan made to the employee by the Company.

Employment Records

Applications

Your employment application is a very important part of our hiring procedure and becomes a part of your permanent record. All information submitted on the application form (and any supporting documents or attachments) is subject to verification. Any falsification, misrepresentation or omission, or any misleading statements or omissions, generally will result in termination of employment, regardless of how or when discovered.

Employee Information

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits, and other matters. If you have a change in any of the following items, please notify your recruiter or supervisor as quickly as possible:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Exemptions on your W-4 tax form
- Driving record or status of driver's license (if you operate any Company vehicles)
- Certifications/expiration of certifications

Access to Your Personnel File

Your personnel file is available for review (except any references and other material exempt from disclosure under state law) by contacting recruiter or supervisor or Corporate Management to arrange for a mutually convenient time, in accordance with applicable law. A Company supervisor may be present while you review your file. Of course, we will provide copies of personnel records or files as required by law, but you will not be allowed to remove any record or document from the file and may be asked to reimburse us.

Medical Information

All medical information relating to employees, including any health insurance or benefit claims or on-the-job injury forms are maintained in a separate, locked confidential file with access limited as required by federal and state law. Information regarding any drug and alcohol testing is also kept in the confidential medical file.

RULES OF CONDUCT

General Employee Expectations

Every employer has the right to expect certain basic standards of conduct and behavior from its employees, just as every employee has the right to expect the same of an employer and coworkers. Our fundamental expectations can be summed up in two words: **Honesty and Integrity**.

Unfortunately, there is no formula or set of guidelines that can "define" appropriate ethical and moral judgment in every situation an employee might face. Thus, we must depend upon your good judgment, common sense, and willingness to seek advice from others within the Company when difficult or confusing situations arise.

Our one absolute and unwavering expectation is that every employee, regardless of position or responsibilities, will conduct themselves with honesty and integrity in all matters and things. This not only means that falsification, misrepresentation and untruthfulness will not be tolerated, but that we cannot accept conduct, statements, and "omissions" which are misleading or distort the facts. This necessarily means that we expect employees to courteously and candidly cooperate in all Company investigations or inquiries.

Basic Rules of Conduct

Many employers try to list some of the basic "rules of the road" in a handbook, and we have outlined some of our rules below for your convenience. Of course, this is certainly not a complete list of what we have the right to expect of each other or of coworkers. Keeping in mind that employment is "at will," you should expect to be disciplined, up to and including termination, for engaging in any of the following behaviors:

- Dishonesty, including, but not limited to, falsification, misrepresentation, alteration or omission of information in Company interviews, investigations, and on Company records (such as employment applications, sales records, production and maintenance records, timesheets, timecards, work orders, benefit enrollment records, invoices, medical history records, attendance records, accounting and expense reports, accident reports, and health insurance claims). This also includes violations of our "honesty in all things" standard (described above).

- Violating our equal employment opportunity and discrimination, harassment, and/or retaliation policies.

- Failing to courteously cooperate in any requested search or inspection.

- Theft, damage, destruction, or possession without proper prior permission, of Company property or the property of other employees, clients, or others.

- Falsifying or misrepresenting hours worked or failing to report all hours worked.

- Violating Company alcohol and drug policies.

- Possessing knives (except a penknife or small pocketknife), firearms, weapons, ammunition, fireworks, chemicals or explosives on Company property.

- Fighting, horseplay or words or conduct directed at supervisors, coworkers or clients that resulted in violent or unprofessional behavior or could have provoked or caused bodily injury or property damage or otherwise interfered with Company operations.

- Deliberately refusing to perform position assignments or to comply with supervisory requests or instructions except in circumstances when there is a reasonable belief that serious bodily injury might result.

- Unethical, indecent or criminal conduct while on Company property or time (such as on clients' premises) or in other circumstances which might adversely reflect upon the Company's reputation or interests.

- Threatening, intimidating, coercing, or using profane or abusive language to any employee, supervisor, client or others.

- Careless, reckless, or intentional conduct, or refusal or failure to follow instructions that could potentially result in bodily injury or contamination, defacing, wasting or damage to Company property or the property of others.

- Sleeping or deliberately restricting productivity or encouraging others to do so.

- Refusing to courteously cooperate in any Company investigation, including discussing the investigation or interview with other employees unless authorized to do so.

- Unauthorized release of confidential, sensitive, or proprietary information, and unauthorized use of (or accessing of information in) technology or computer systems, or fax machines, copiers or telephones and/or placing unreported long-distance personal telephone calls.

- Violation of other Company conduct or personnel policies.

You generally will be subject to some form of discipline other than termination for any violation of these rules (at least for a first-time offense that does not also involve one or more of the prohibited behaviors listed above):

- Violating any of the rules, procedures or conditions governing leaves of absence.

- Violating attendance, tardiness, timekeeping or call-in rules or procedures.

- Incompetence, inefficiency, neglect of duties or lack of application to the position.

- Violating or disregarding any known, posted or generally accepted safety rule or practice.

- Failing to immediately report on-the-job injuries or unsafe equipment or conditions to a supervisor or manager.

- Doing personal work or conducting personal business on Company time without prior permission of a supervisor.

- Disregarding standards of acceptable conduct, dress, hygiene, and grooming.

- Smoking in prohibited areas on our or clients' property.

- Violating or disregarding our policies governing solicitations, visitors and bulletin boards.

- Engaging in any business or other activity that potentially involves a conflict of interest, the appearance of a conflict and/or that reflects adversely upon the Company or is detrimental to its reputation or interests.

Again, these are only examples of conduct or behavior that could result in discipline and/or termination of employment. Specific rules on specific subjects appear elsewhere in this Handbook. In addition, keep in mind that the Company has discretion to issue any type of disciplinary action (up to including termination) it deems appropriate, and is not required to go through any particular number of steps (or in any order).

ATTENDANCE POLICY

We place a very high value on attendance and punctuality because we cannot operate efficiently without your being at work and available on time every day.

Attendance and Call-In Expectations

You must call our office immediately when an assignment ends to notify MICI of your availability. If you do not call within three (3) days after an assignment ends, MICI will assume that you have voluntarily quit. You must also call in weekly after an assignment has ended and inform us of your availability. Failure to follow these proper procedures will be considered a voluntary quit with MICI and your unemployment benefits may be impacted.

If you are unable to report to your job assignment and fail to call our office at least two (2) hours before your shift begins and inform us that you cannot make it, or call as soon as practicable if your inability to give at least two (2) hours' notice is the result of unforeseen events that qualify for Paid Sick and Safe Time ("PSST"), we will consider this job abandonment and your unemployment benefits may be impacted.

It is your responsibility to notify MICI at least two (2) hours prior to your starting time if you are going to be absent or late. Our answering service is available twenty-four (24) hours a day to take your call. Limited exceptions to this rule may apply to unforeseeable absences for which you are eligible to use accrued and available Paid Sick and Safe Time ("PSST"). In such cases, you are still expected to comply with this policy to the extent possible. However, if you cannot reasonably comply, you must give notice as soon as practicable. Please see our PSST policy. You must call in each day you will be absent unless you are told otherwise or you have been granted a leave of absence. (If you are unable to personally call because of an emergency, have someone call for you.) It is every employee's responsibility to have available current telephone number(s), know the designated timeframes and to notify their recruiter or designee.

Employees who are absent without notifying us will be considered to have voluntarily quit. Employees who violate any of our call-in rules generally will be disciplined.

NOTE: An employee who calls in to say they will be late and does not report to work at the time they indicate will be charged with a call-in violation. An employee will also be disciplined based on the total number of violations even if they did not receive all of the disciplinary steps.

Rules on Punctuality (Tardiness) and Attendance

Punctuality — being at your work location at the beginning of the day, leaving for and returning from breaks and lunch on time, and remaining at your work station until the end of the day — is essential, and failure to be punctual may result in disciplinary action, up to and including termination.

With attendance, our concern is both the frequency and duration of absences. Corrective action will be taken when, in our judgment, an employee is developing an attendance problem. Excessive absenteeism, even with acceptable excuses and even where some or all of the absences are covered by pay of some kind, presents serious problems for all of us and could result in disciplinary action up to and including termination. (Of course, we do not consider any absence that is "excused" under applicable federal, state, or local law, such as the family and medical leave law, as a violation of this attendance policy.)

ALCOHOL AND DRUG POLICY

NOTE: This policy applies to all Company employees. Our objective is to establish and maintain high minimum standards for all employees, so in any situation where some outside law or contract imposes higher standards on our employees than this policy, the higher standard will apply. Any of the provisions of this policy which violate any law or contract will not apply.

Employees Covered by this Alcohol and Drug Policy

This policy applies to all employees of the Company. In addition, any employees who are required to have CDL licenses are also subject to all applicable federal and state alcohol and drug rules, including testing. Thus, as an example, a CDL holder could be subject to testing under the terms of *this* policy as well as federal and state rules.

Purpose of this Alcohol and Drug Policy

In 1988 Congress enacted the Drug-Free Workplace Act to require federal contractors to establish and maintain a work environment that is free from the effects of drug use and abuse. We agree with that goal. For that reason, we expect all employees to work alcohol- and drug-free.

The Company's Views on Alcohol and Drug Use

We recognize that alcohol and drug abuse may be a sign of chemical dependency and that substance abuse can be successfully treated with professional help. Of course, seeking help is the first big step toward recovery. We encourage employees with possible alcohol or drug problems to seek voluntary counseling and treatment. If you believe you may have a problem, you may always seek help on your own. You may also seek help without your supervisor's knowledge or approval by talking with your recruiter or supervisor or Corporate Management. No employee will be disciplined or discriminated against simply for seeking help. However, an employee who violates this policy, regardless of the employee's participation in a treatment or rehabilitation program, ***is*** subject to discipline. Thus, as an example, if you are seeking help but believe that you might still have unlawful drugs in your system and might test positive if asked to test, you should request a disability leave of absence until the substance is out of your system. Again, the time to seek help is **before** you get in "trouble," not **after**.

Employees with Alcohol or Drug Problems

You are responsible for following all of our work and safety rules, and for observing the standards of behavior an employer, coworkers, and clients have the right to expect from you. If you believe you may have a problem with alcohol or drugs, you are responsible for seeking assistance, whether from or through the Company or any other resource, before an alcohol or drug problem adversely affects your work performance or results in a violation of this Policy. Our supervisors and Corporate Management are also available to help you obtain information on assessment, counseling and treatment resources, and to identify any Company programs or benefits that may be available. You can also help coworkers who may be developing an alcohol or drug problem by calling it to their attention and urging them to deal with it. You can do that directly, or by calling the problem to our attention. Your identity will be kept confidential to the extent practicable under the circumstances. Generally, we will simply tell the coworker that others are concerned that they may be developing a problem that needs attention.

If a professional assessment is made that you have a problem with alcohol or drugs, your continued employment may be conditioned upon:

- Entering into and completing a treatment program (including all follow-up recommendations) approved by the Company, and
- Signing and living up to the terms of a "performance agreement." An employee who voluntarily seeks help before any work-related problems arise may also be required to enter into a performance agreement to maintain employment.

Prohibition of Alcohol and Drug Use

This policy and each of its rules apply whenever an employee is on or in Company property, surrounding grounds and parking lots, leased or rented space, Company time (including breaks and meal periods), in any vehicle used on Company business (even during non-business or off-duty hours), and in other circumstances (such as on client premises or at business or sales functions or conferences and when representing the Company) we believe may adversely affect our operations, safety, reputation or the administration of this policy. (NOTE: It is never acceptable to use illegal drugs.)

Specific Rules Prohibiting Alcohol and Drug Use

What follow are very important rules and an employee who violates any one of them should expect to be terminated.

1. Alcohol. An employee may not possess, use, transfer, offer or be under the influence of any intoxicating liquor. We also believe it is unprofessional for any of our employees, regardless of position, to have the odor of alcohol on their breath or clothing during the workday except in authorized social or business situations. An employee whose alcohol content is .01 (blood or breath) or more or 10 mg/dl (urine) will be deemed "under the influence."
2. Drugs. An employee may not possess, use, transfer, offer, share, attempt to sell or obtain, manufacture, or be under the influence of any drug or any similar substance and also may not have any drugs or similar substances present in the body. Thus, an employee who tests positive at or above our cut-off levels violates this rule. IMPORTANT: The "possession" and "use" parts of this rule obviously do not apply to legal drugs or over-the-counter medications possessed and used in compliance with Rule 5 below.
    a. "Drugs and similar substances" include legal and illegal drugs and similar substances, such as marijuana, cocaine, heroin, peyote, opiates, phencyclidine (PCP or angel dust), amphetamines, designer drugs, and "controlled substances" (as defined in Schedules I-V of Section 202 of the Controlled Substances Act and the applicable regulations), as well as legal drugs which have been obtained or used illegally (for example, using drugs prescribed for someone else or for other than prescribed purposes).
3. Alcohol Containers and Drug Paraphernalia. An employee may not possess or control alcohol containers (cans, bottles, etc.) or any drug paraphernalia. "Drug paraphernalia" means equipment, products and materials of any kind that are marketed, designed for use, or used in connection with anything from the planting to the manufacturing, packaging, selling, concealing or introducing into the body any illegal drug.
4. Alcohol- and Drug-Related Arrests and Convictions. An employee must notify a member their recruiter or Corporate Management of any citation, arrest, conviction, guilty or no-contest plea, or forfeiture of bond or bail under any criminal drug law within five (5) days of the event so we can review the circumstances to determine whether we believe a violation of this policy has occurred. A citation, arrest or conviction may also result in a request for a drug test and/or that an employee sign a performance agreement as a condition of continued employment. If an employee's position involves driving in any vehicle on Company business, the employee must notify their recruiter or any member of Corporate Management of any alcohol- and/or drug-related citation, arrest or conviction. (This includes any non-work-related citations, arrests and/or convictions.) This allows us to review the circumstances to determine whether a violation of this policy has occurred, and to decide whether we want the employee to continue driving on our behalf.
5. Legal Drugs/Prescriptions/Over-the-Counter Medications. We recognize that the use of any drug or similar substance, legal or illegal, can adversely affect an employee's work performance and safety. Of course, there are many situations where employees can safely perform their positions while taking prescribed drugs and over-the-counter medications. Please check the potential effects of prescribed drugs and over-the-counter medications with your prescribing health care provider (HCP) and pharmacist before starting work, and immediately let your supervisor know when such use makes it unsafe for you to report for work or to do your position. We also recognize that misuse of legal prescriptions is a common form of drug abuse. Thus, we expect employees to only use medicine that has been prescribed for them, to follow the doctor's instructions, and to keep it in its original container (or have a copy of the prescription in their possession).

The container or prescription must identify the drug, the date of the prescription, and the prescribing physician's name. We also expect all over-the-counter medications to be kept in their original containers.

a. Marijuana. Some states have legalized marijuana possession and/or use in small amounts or for medical or recreational purposes. However, marijuana remains unlawful for any purpose under federal law. For that reason, the Company will not accommodate or tolerate an employee's use of marijuana, which is prohibited under this policy.

Depending upon the violation, we may also request the assistance of or an investigation by appropriate law enforcement agencies.

Testing of Employees for Alcohol and Drugs

The Company will select a licensed laboratory to perform testing for drugs and alcohol in conformance with applicable local laws and requirements. The laboratory will perform a confirming test when an initial test result is positive, using the best available technology, as designated by the appropriate state authority.

Except as otherwise required or prohibited by law, a temporary employee may be subject to testing in the following circumstances:

- Periodic Testing. We may test all Company employees up to twelve (12) times in any 12-month period without notice (in addition to any testing conducted under any other section of this policy).

- Blanket Testing Prior to Hire. An employee may be tested prior to working at a client company.

- Blanket Testing Prior to a New Client Assignment. An employee who has been tested previously may be retested if the client's testing requirements require the employee to be tested within a designated period of time and the last drug test performed was not within that time period.

- Blanket Testing Prior to Going Temp-to-Hire with a Client. An employee may be tested at the completion of the temp-to-hire period as a condition of employment with the client company.

- Blanket Testing for Absences of More Than 30 Days. An employee who has been off work for more than thirty (30) days for any reason must once again pass the required tests before returning to work.

- "Probable Cause" Testing. If we have observable, objective evidence that give us a reasonable basis to suspect that an employee may be impaired or affected by drugs or alcohol in the workplace in violation of this policy, we may require testing; for example, testing may be required as a result of any one (or any combination) of the following:

    - Observable symptoms of use or of being under the influence of alcohol or drugs;

    - The odor or smell of alcohol or drugs on the employee's breath or clothes or in an area (such as in a vehicle, office, work area or restroom) immediately controlled or occupied by the employee;

    - Alcohol, alcohol containers, illegal drugs or drug paraphernalia in the employee's possession or in an area (such as in a vehicle, office, work area, desk, or restroom) immediately controlled or occupied by the employee;

    - Unexplained significant deterioration in position performance;

    - Unexplained significant changes in behavior (e.g., abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.);

    - Evidence that the employee may have tampered with a drug test;

- Criminal citations, arrests or convictions (including guilty and "no-contest" pleas and forfeitures of bond or bail) involving alcohol or drugs or the identification of an employee as the focus of a criminal investigation into controlled substance possession, use or trafficking;
- Unexplained or suspicious absenteeism or tardiness;
- Credible reports of drug or alcohol possession or other violations of this policy;
- Employee admissions regarding drug or alcohol use;
- Unexplained absences from normal work areas when we suspect drug- or alcohol-related activity; and/or
- Any involvement (even indirectly as, for example, presence in the immediate area) in any work-related accident or "near miss" that resulted (or could have) in any injury requiring outside medical attention (at the time of the incident or thereafter) or which resulted (or might have) in property loss or damage which, in our opinion, exceeds $500.

Again, these are examples of situations in which we may require testing. In deciding whether to make such a request, we will take into account the facts and circumstances of each particular case.

Expectations for Alcohol and Drug Testing

An employee who fails to cooperate in the administration of this policy generally will be terminated. This includes such things as:

- Refusing to consent to testing, to submit a sample, or to sign any required forms;
- Refusing to cooperate in any way (for example, refusing to courteously and candidly cooperate in any interview or investigation, including any form of untruthfulness, misrepresentation or any misleading statements or omissions);
- Any form of dishonesty in the investigation or testing process (including switching, adulterating, or in any way tampering with the requested sample(s) or otherwise attempting to manipulate the testing process);
- Refusing to test again at a time of the Company's choosing whenever any test results in a finding of a dilute sample;
- Testing "dilute" on any requested retest after an initial dilute result; and
- Failure to accept a referral, to enter into and complete an approved treatment program (including any follow-up recommendations), or to sign or adhere to the commitments in the performance agreement.

Consequences of Positive or Dilute Tests

An employee who tests positive for alcohol or drugs in violation of this policy (or has a second dilute test) normally will be suspended immediately pending possible termination. In some cases, we may offer referral to an assessment program. If the assessment indicates that the employee is a likely candidate for treatment and rehabilitation, the Company may allow the employee to maintain employment by entering into and completing a treatment program (including any follow-up recommendations) approved by the Company. The employee must also sign a "performance agreement."

Appealing Positive or Dilute Tests

All alcohol and drug testing will be done by a clinic, hospital and/or laboratory selected by the Company. An employee who has been tested will be told when to contact the Company for further instructions and will then be told the test results. An employee who tests positive (or has a second dilute test) will have fifteen (15) calendar days (from the day the test results are communicated) to explain the result and/or request reconfirmation of the same specimen by our laboratory. (You need to contact the Safety Coordinator directly if you want to explain the results and/or request a reconfirmation.)

Payment for Costs of Testing and Any Lost Wages

The Company will pay the cost of the initial test and a confirming test, and the time spent testing will be considered work time for which you will be paid.

Confidentiality

All test results will be maintained in a secure file other than the employee's personnel or medical file and will only be communicated on a business "need to know" basis.

Other Situations Related to Alcohol or Drugs

We recognize that situations will arise which are not specifically covered by this policy and these guidelines (for example, situations involving employees who have been charged, convicted, pled no contest or forfeited bond or bail, to drug-related charges). We will deal with them on a case-by-case basis taking into account such things as the nature of the situation or problem, the potential impact on coworkers and this Alcohol and Drug Policy, the employee's prior employment record and position assignments, and the potential impact on production, safety and client or public perceptions of the Company. Thus, in circumstances we deem appropriate, an employee could be required to submit to alcohol and/or drug testing in circumstances other than those set forth above.

OTHER COMPANY RULES AND REGULATIONS

General Guidelines

Every organization has certain guidelines developed to reflect good business practices. We wish to define the general guidelines that protect the rights of all employees and to ensure maximum understanding and cooperation. Therefore, employees are expected to be:

- On time and alert when scheduled to be at work.
- Careful and conscientious in performance of duties.
- Thoughtful and considerate of other people.
- Courteous and helpful, both when dealing with clients and with other employees.

Dress Code

What we wear to work is a reflection of the pride we have in the Company. To favorably impress our clients, members of the public and industry representatives, it is important for all employees to present a business-like appearance. However, in case there are questions, here are some guidelines:

- Clothing must not constitute a safety hazard. Safety and position responsibilities will dictate different standards of dress for employees in different positions and/or departments; supervisors will notify employees of the appropriate guidelines.
- All employees should practice common sense rules of neatness, good taste, and comfort.
- The Company will not permit any tattoo, attire, jewelry, or accessory that contains any statement, message, or image that might violate the Company's prohibition of discrimination, harassment, and retaliation policies, or which the Company otherwise determines might reasonably offend a client, member of the public (if the job involves public contact), or coworker.

Outside Employment

In order to evaluate potential conflicts, an employee must notify their supervisor before engaging in any outside employment, including self-employment, or any other activity (such as volunteer work) that might conflict with responsibilities at the Company because of the nature of the duties, the days or hours of work, the persons for whom the activity is performed, etc.

Proprietary Information/Confidentiality

Confidential Information

The Company has developed certain proprietary practices and processes that are unique to the Company. Keeping such information from competitors plays an important part in our success. The Company protects proprietary information by restricting employee and visitor access to certain designated Company areas to only those who have business there. All employees are asked to keep our proprietary information secure and confidential.

The protection of confidential business information and trade secrets is vital to the interest and the success of the Company. All confidential and proprietary information may not be disclosed or disseminated to or for the benefit of anyone outside the Company without our advance written consent and this obligation continues during the entire

period of employment as well as thereafter. Of course, upon termination for any reason, employees are required to return all confidential (or other business) information in their possession or control.

Violations of this policy, whether intentional or otherwise (such as discussing our operations with people outside the Company), could result in immediate termination as well as in legal action against the violator.

Nothing in these policies in any way waives, restricts or limits the Company's preexisting common law or statutory rights on these subjects.

Noninterference with Rights and Notice of Immunity under the Federal Defend Trade Secrets Act

Nothing in the foregoing Proprietary Information/Confidentiality policy, nor any other policy set forth in this Handbook, is intended to restrict employees' rights to: (a) report, disclose, or discuss conduct that an employee believes in good faith to constitute an unlawful employment practice, such as discrimination, harassment, retaliation, or other unlawful employment practices; (b) respond accurately and fully to any question, inquiry, or request for information when required by legal process; (c) initiate communications directly with, respond to any inquiry from, or provide testimony before any self-regulatory organization or state or federal regulatory authority regarding the Company, their employment, or this policy; or (d) discuss wages, hours, or other working conditions with co-workers, or in any way limit employees' rights under the National Labor Relations Act or any Whistleblower Act. Further, the federal Defend Trade Secrets Act of 2016 provides immunity to employees, contractors, and consultants in certain circumstances for limited disclosures of the Company's trade secrets. Specifically, employees, contractors, and consultants may disclose Trade Secrets: (a) in confidence, either directly or indirectly, to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, employees, contractors, and consultants who file retaliation lawsuits for reporting a suspected violation of law may also use and disclose related trade secrets in the following manner: (a) the individual may disclose the trade secret to their attorney; and (b) the individual may use the information in related court proceeding, as long as the individual files documents containing the trade secret under seal, and does not otherwise disclose the trade secret except pursuant to court order.

Telephone Use

Telephones are a vital part of our business because much of our business is handled on the phone. Personal use of the telephone should be limited to emergencies and unusual circumstances. Also, personal calls should be brief. Personal long distance calls not billed to the employee may not be made without maintaining accurate records and reimbursing the Company for the cost of the call.

Social Media Policy

The Company recognizes the potential for communications made on social media or other internet websites to positively or negatively shape public opinion about the Company and our employees. For the same reason, the Company respects and values that employees have lives away from work, and that some may wish to maintain a social media presence that is separate from their work lives.

In an attempt to address these competing concerns and best accommodate the interests of both the Company and our employees, the Company has created this Social Media/Internet Policy. The Company's goal is to interfere as little as possible with employees' personal social media activities, while, at the same time, helping them make appropriate decisions about any work-related communications, comments, or images they make or post in social media.

This Social Media Policy applies to personal use of the following:

- Multi-media and social-networking websites such as Facebook, Twitter, LinkedIn, Google+ and MySpace;
- Blogs and personal Web sites;

- Comment pages on blogs or Internet sites maintained by third parties;
- Wikis such as Wikipedia and any other site where text can be posted;
- Photo-, image-, and video-sharing sites such as Pinterest, YouTube, Vine, Instagram, and Snapchat;
- Any other Internet site or smartphone app where an employee can post comments, content, or images.

Each reference herein to "social media" should be understood as including all of the above.

Protections for Personal Social Media Accounts

The Company will not take the following actions with respect to an employee or applicant's *personal* social media account:

- Require or request an employee or an applicant to establish or maintain a personal social media account, or to disclose or to provide access through the employee's or applicant's login information for a personal account or website;
- Require an employee or applicant to add the Company to a list of contacts associated with or authorize the Company to advertise on the employee or applicant's personal account or website;
- Take, or threaten to take, any action to discharge, discipline or otherwise penalize an employee for the employee's refusal to (a) establish or maintain a personal social media account; (b) disclose, or provide access through, login information for a personal account; (c) access a personal account in the Company's presence (except as allowed by law and described below); (d) add a person or the Company to a list of contacts associated with a personal account; or (e) alter the settings on a personal account that affect a third party's ability to view the contents of the account;
- Fail or refuse to hire an applicant based on the applicant's refusal to (a) establish or maintain a personal social media account; (b) disclose, or provide access through, login information for a personal account; (c) access a personal account in the Company's presence (except as allowed by law and described below); (d) add a person or the Company to a list of contacts associated with a personal account; or (e) alter the settings on a personal account that affect a third party's ability to view the contents of the account.

Subject to a limited exception, the Company also will not require or request that an employee or applicant access a personal account in the presence of the Company and in a manner that enables the Company to view the contents of the account that are visible only when the personal social media account is accessed by the account holder's login information. An exception to this policy exists when: (a) the Company is requesting or requiring the content to make a factual determination in the course of conducting an investigation; (b) the Company's investigation is in response to receipt of information about the employee's activity on a personal account; (c) the purpose of the investigation is to ensure compliance with applicable laws, regulations, and/or prohibitions against work-related misconduct, or to investigate an allegation of unauthorized transfer of the Company's proprietary information, confidential information, or financial data to the employee's personal account; and (d) the Company does not request or require the employee to provide their login information.

Nothing in this policy restricts the Company from accessing online information about an employee or applicant that is available to the public, or from requiring an employee to disclose any login information for access to an account or service provided by virtue of the employee's employment relationship with the Company or access for an electronic communications device or online account paid for or supplied by the Company.

If an employee believes that this Social Media policy has been violated, they must report that violation to their recruiter or supervisor immediately.

Personal Social Media Autonomy

The Company is committed to ensuring that its management and supervisory personnel respect employees' autonomy over their personal lives, including their social media interactions with family members and friends. For that reason, the Company has adopted the following additional rules with respect to employee and applicant's personal social media accounts:

- No manager or supervisor will ask an employee or applicant to provide a password to a personal social media account;

- No Manager or supervisor will ask an employee or applicant to require that an employee provide access the password-protected contents of a personal social media account in their presence (except as permitted by applicable law and described above);

- No employee or applicant will be required to add any coworker, supervisor, manager, other company representative (or the Company itself), customer, client, vendor, or other person or entity as a social media contact, or advertise on behalf of the Company or any client, customer, vendor, or contractor; and

- An employee or applicant is free to reject any social media invitation sent by any coworker, supervisor, manager, other company representative (or the Company itself), client, customer, contractor, or vendor, or other person or entity as a social media contact, and will suffer no negative repercussions for doing so.

Please be advised, however, that these rules do not apply with respect to social media accounts set up by the Company specifically for an employee's use in their job or for the use of the Company, which are Company-owned accounts. For example, if the Company sets up a social media account for an employee's specific use for work-related purposes, the Company may ask for any password that they create for that account.

If an employee believes that this Social Media Policy has been violated, they must report that violation to their supervisor or Corporate Management immediately.

Guidelines for Referring to the Company and Competitors in Social Media

To comply with the fair advertising rules of the Federal Trade Commission (FTC), the following rules apply to social media references to the Company and its competitors:

- If an employee writes an entry or submit a post, comment, or content on a social media site that promotes or endorses a product or service provided by the Company, the employee must identify that they are an employee of the Company.

- Absent written permission from the Corporate Management, an employee should not represent that they speak on behalf of the Company.

- Do not create a link from any personal social media site to the website of the Company, or any social media account created or maintained by the Company, without identifying one's self as an employee of the Company.

- Do not make any statements or comments via social media that might reasonably be viewed as disparaging a client or competitor of the Company, or anyone who works for or with one of our competitors.

Confidential Information

Employees must maintain the confidentiality of the Company's trade secrets and other private or confidential information. Similarly, employees must maintain the confidentiality of all personal or confidential information provided by clients. Do not post any information regarding Company trade secrets or confidential information, or non-public information concerning clients, on social media.

Respect and Privacy Rights

An employee should always strive to be fair to coworkers, clients, and competitors. Also, keep in mind that one is more likely to resolve work-related complaints in a satisfactory manner by speaking directly with coworkers than by posting complaints in social media. If an employee does comment about the Company or any coworker, client, or competitor in social media, avoid using words, photographs, video, audio, or images that reasonably could be viewed as malicious, obscene, threatening, intimidating, or defamatory, that might constitute harassment or bullying, or that might in any way violate the Company's policies against discrimination or harassment. Examples of such conduct would include posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion, or any other status protected by law or Company policy.

Competitive Activities

Employees may not use social media promote any product or service that would compete with any product or service offered by the Company (except otherwise agreed in advance and in writing by Corporate Management).

Reporting Violations and Imposing Discipline

Any employee who violates one or more of the above rules will be subject to discipline, up to and including possible termination of employment. If an employee believes that any employee of the Company has violated any rule set out in this Social Media Policy —regardless whether the violation affects themselves or another employee— promptly report the suspected violation to their supervisor or Corporate Management. The Company strictly prohibits retaliation against any employee for reporting in good faith a possible violation of this policy or for cooperating in good faith in an investigation of a suspected violation. Any employee who retaliates against another employee for reporting in good faith a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including possible termination of employment. If an employee becomes aware of conduct that they believe may be retaliation for reporting a suspected violation of this policy, they should promptly report it to their supervisor or Corporate Management.

Non-Interference with Rights

Nothing in this policy will be interpreted or applied by the Company in a manner that interferes with employees' rights under Section 7 of the National Labor Relations Act to engage in concerted activities for mutual aid and protection, or any other communications protected by applicable law. For example, this policy will not be interpreted or applied in a manner that might discourage employees from freely discussing their working conditions among themselves, engaging in collective efforts to change those conditions, or coordinating efforts to approach a supervisor or Corporate Management about working conditions or wages.

Keys and Other Company Property

As appropriate, keys will be issued to employees by supervisors. These must be safeguarded, and must be returned with all other Company property upon termination of employment. Duplication of any key is grounds for immediate dismissal and prosecution.

Personal Mail

Receipt of personal mail or packages at the office is discouraged. When such mail is received, every reasonable attempt will be made to deliver it unopened to the addressee.

Voting

Our policy is to encourage its employees to participate in the election of government leaders. Therefore, adequate time off is allowed from the beginning or end of the workday to exercise this right, if necessary. If the employee otherwise will be unable to vote, they may wish to inquire of their Registrar of Voters about the possibility of voting by absentee ballot. Please be sure to schedule this time off with your supervisor to ensure proper coverage of your workstation.

Social/Recreational Activities

Participation in all off-duty social or recreational activities, such as Company picnics and seasonal or holiday parties, is entirely voluntary. Participation or non-participation will not have any effect on your wages, hours or working conditions or present or future employment opportunities.

Consideration for Smokers and Nonsmokers

Employees are required to confine smoking to outside the building and in designated smoking areas. Smokers are further requested to have consideration for their nonsmoking coworkers. Local ordinances will be observed.

Holidays

Company Holidays

We provide seven (7) paid holidays to eligible temporary employees:

- New Year's Day
- Independence Day (4th of July)
- Thanksgiving Day
- Christmas Day
- Memorial Day
- Labor Day
- Day after Thanksgiving

If the holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday, or on the customary day.

Employees who have (a) worked 440 hours within the 90-day period directly before the holiday, (b) worked the scheduled week of the holiday, (c) worked the day before and after the holiday (or used PSST for a valid reason identified under the applicable MICI policy—see your state supplemental policies for details), and (d) been continuously on assignment for the thirty (30) days prior to the holiday, shall receive eight (8) hours of pay at the straight-time rate when not required to work on the holiday or receive eight (8) hours pay at the straight time rate plus time and one-half (1½) times the straight-rate for all hours worked on the holiday.

Calculation of Holiday Pay

Eligible employees will receive eight (8) hours' pay at their regular straight-time hourly rate of pay or salary for the regular position held immediately prior to the holiday.

Working on a Holiday

Eligible nonexempt employees who work on the day a holiday is observed will receive one and one-half (1 ½) times their regular straight-time hourly rate of pay for all hours worked on the holiday (in addition to holiday pay, if eligible).

Other Holidays

Employees who need time off to observe other holidays, such as days of worship or commemoration, will normally be permitted to do so provided their absence does not result in an undue hardship to the Company. Employees may use any accrued paid time off benefits or may take the time off as an unpaid, excused absence.

Paid Sick/Safe Time

The Company recognizes that employees may need time off from work to address their own and their family members' illnesses, injuries and health conditions. The Company provides paid sick/safe time ("PSST") to all temporary employees covered by this Handbook (i.e., employees who are not eligible for PTO under the Company's separate PTO Policy for non-temporary employees), and complies with all applicable state and/or local sick/safe time laws. Oregon temporary employees and temporary employees in jurisdictions that do not have a mandatory paid sick/safe time law will receive PSST in accordance with this PSST Policy. Employees outside of Oregon in jurisdictions that have a mandatory paid sick/safe time law will receive PSST in accordance with a separate PSST Policy that complies with the applicable law, as set forth in the supplemental policies section of this Handbook that is applicable to their state. Employees should refer to the supplemental state policies applicable to their state of

employment for additional information regarding potential eligibility for and use of PSST that may be available to them under state or local law. Employees with additional questions about PSST, including which PSST policy applies to them, should contact Corporate Management.

PSST Eligibility

This PSST Policy applies to: (1) Oregon temporary employees; and (2) temporary employees in jurisdictions that are not covered by a mandatory sick/safe time law (which currently includes temporary employees in Idaho, Montana, and Texas). The Company intends this policy to comply with and will administer this PSST Policy in accordance with the Oregon Sick Time law with respect to Oregon employees.

This PSST Policy does not apply to temporary employees in a state or locality outside of Oregon that is covered by a mandatory paid sick/safe time policy (which currently includes temporary employees in Arizona and Washington); the Company provides paid sick/safe time to those employees in accordance with the separate paid sick/safe time applicable to their location.

PSST Accrual and Carry Over

Employees covered by this PSST Policy are eligible to accrue and use up to forty (40) hours of paid PSST per calendar year ("PSST Year"), which accrues at the rate of one (1) hour for every thirty (30) hours worked. This PSST is considered "legally protected" Oregon sick time for Oregon employees.

Employees begin accruing PSST on the first day of employment with the Company. Employees will not continue to accrue any PSST after they have accrued the maximum annual accrual of forty (40) hours during the PSST Year. Employees may carry over up to forty (40) hours of unused, accrued PSST to the following PSST Year, for a maximum accrual balance, including carry over and accrual, of up to eighty (80) hours of unused, accrued PSST. Although employees may carry over and accrue up to a combined maximum of eighty (80) hours of PSST, they are still subject to the applicable annual usage cap of forty (40) hours of PSST per PSST Year.

Employees will not receive compensation for any unused, accrued PSST at the end of the PSST Year or upon separation from employment.

Usage of PSST

Employees covered by this PSST Policy are eligible to begin using accrued PSST beginning on the 91st day of employment with the Company. Eligible employees may use up to forty (40) hours of accrued PSST per PSST Year, as it accrues, in one (1) hour increments, for the following types of absences:

- To care for the employee's own, or the employee's family member's, mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;

- To care for the employee's infant, newly adopted child under 18 years of age, newly placed foster child under 18 years of age, or newly adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, within 12 months after birth or placement of the child;

- To recover from, or seek treatment, for the employee's own health condition that renders the employee unable to perform at least one of the essential functions of the employee's regular position;

- Absences associated with the death of the employee's family member 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;

- Absences related to domestic violence, harassment, sexual assault, or stalking:

  - 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;

  - to seek medical treatment for or to recover from injuries caused by domestic violence, sexual assault, harassment, or stalking of the employee or the employee's minor child or dependent;

  - to 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;

  - to obtain services from a victim services provider for the employee or the employee's minor child or dependent; or

  - to relocate or take steps to secure an existing home to ensure the health and safety of the employee or the employee's minor child or dependent;

- In the event of a public health emergency, including but not limited to:

  - closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;

  - a determination by a lawful public health authority or a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others; or

  - the exclusion of the employee from the workplace under any law or rule that requires the Company to exclude the employee from the workplace for health reasons;

  - unless the employee is employed as a first responder, in the following public health emergencies:

    - an emergency evacuation order of level 2 (SET) or level 3 (GO) issued by a public official with the authority to do so, if the affected area subject to the order includes either the location of the employer's place of business or the employee's home address; or

    - a determination by a public official with the authority to do so that the air quality index or heat index are at a level where continued exposure to such levels would jeopardize the health of the employee.

- For Oregon employees, for any other qualifying purpose under the Oregon Sick Time Law or the Oregon Family Leave Act ("OFLA"), regardless of whether OFLA Leave is otherwise available.

For purposes of PSST, a "family member" includes the employee's spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom the employee has or had an in loco parentis relationship.

Except as expressly set forth in this paragraph, all employees covered by this policy must use any available accrued PSST to cover any absences for qualifying PSST reasons and may not choose to take the time as unpaid leave if paid PSST is available. The Company does not require employees to search for or find a replacement worker as a condition for their use of PSST, or work an alternate shift to make up for the use of PSST. However, if another appropriate shift is available employees may, but are not required to, request to trade shifts with another employee, work a different shift, or work additional hours on another day in order to avoid using accrued PSST.

When PSST is used for a purpose that is also covered by FMLA/OFLA/other state protected leave, the PSST and FMLA/OFLA/other state protected leave will run concurrently and the absence(s) will count towards both the employee's PSST and FMLA/OFLA/other state protected leave usage.

Rate of Pay for PSST

The Company pays employees for PSST at the regular rate of pay applicable to the workweek during which they were absent. For employees paid on an hourly basis, the regular rate includes any applicable shift differential, but excludes any other additional compensation such as overtime premiums, vacation, holiday pay, incentives, commissions, or bonuses. PSST hours used are not counted toward the calculation of overtime with respect to hours worked during the workweek that the PSST is used.

Notice and Verification Requirements for PSST

If the need to use PSST is foreseeable, employees must provide reasonable advance notice of their intention to use PSST, not to exceed ten (10) days prior to the date the PSST is to begin, or as soon as otherwise practicable. Employees must make a reasonable attempt to schedule the use of PSST for routine or planned purposes in a manner that does not unduly disrupt the Company's operations.

If the need to use PSST is unforeseeable, employees must provide notice as soon as practicable (which is generally at least one (1) hour before employees are scheduled to start work, unless it is impossible to do so, in which case employees must provide notice as soon as practicable thereafter). Even when using PSST, employees must comply with the Company's notice and reporting procedures for absences, so long as those requirements do not interfere with their ability to use PSST.

The Company may require an employee to provide within fifteen (15) days of the Company's request, verification from a healthcare provider of employee's need to use PSST for the illness, injury, or health condition of the employee or the employee's family member, in the following circumstances:

- An absence for PSST that exceeds three (3) consecutive work days;
- An absence for PSST of any duration if the employee fails to provide ten (10) days' advance notice for foreseeable use of PSST, or notice as soon as practicable in the event of an unforeseeable use of PSST; or
- An absence for PSST of any duration if there is evidence suggesting that the employee is abusing PSST, including engaging in a pattern of absenteeism.

The Company may also require employees to provide, within a reasonable amount of time, reasonable and appropriate documentation of their need to take PSST for absences related to domestic violence, harassment, sexual assault, or stalking.

In the event that the Company requests verification for a PSST absence, it will pay for or reimburse employees for all costs associated with obtaining such certification that are not covered by the employees' health insurance.

When the Company requests that an employee provide verification for a PSST absence, it may delay paying the employee for such absence until verification is provided. If an employee fails to timely provide such verification, or the verification does not substantiate that the absence is for an authorized PSST reason, the Company may deny PSST for the absence and the employee may be subject to disciplinary action, up to and including termination, in accordance with this policy and the Company's normal attendance policies.

PSST Balances

The Company will provide notice to employees who are eligible for PSST at least quarterly of the amount of accrued and unused PSST that they have available.

Separation and Rehire

Employees who separate from employment will not receive any financial or other reimbursement for any unused, accrued PSST at the time of separation. Employees forfeit the right to receive any compensation for the unused, accrued PSST at separation.

Employees rehired after a separation of more than 180 days, must re-establish eligibility and begin accruing a fresh bank of PSST. Employees rehired after a separation of 180 days or less will receive credit for the previous period of employment for purposes of establishing eligibility to use accrued PSST and the Company will reinstate their previous unused PSST accruals (if any).

No Retaliation or Interference with PSST (Oregon)

The Company will not take any retaliatory action against any Oregon employees for inquiring about, requesting, or using PSST, or for exercising any rights under the Oregon Sick Time Law. However, employees may still be subject to disciplinary action, up to and including termination, for: (a) non-compliance with the notification or other procedures set forth in this policy; (b) engaging in a pattern of abuse of PSST; or (c) absences that do not fall within the protection of the Oregon Sick Time Law, such as absences in excess of forty (40) hours in an PSST Year, absences when they have no accrued PSST available, or absences for reasons not protected by the Oregon Sick Time law. Oregon employees who believe that any of their rights under the Oregon Sick Time Law have been violated may file an internal complaint with Corporate Management, or may file an external complaint with the Oregon Bureau of Labor & Industries.

Family and Medical Leave Act (FMLA)

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family and Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA, as well as the Company's own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

FMLA Eligibility

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least twelve (12) months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave commences. Employees who work at a site at which fewer than fifty (50) employees are employed within a 75-mile radius are not eligible for leave under this policy. When a request for FMLA is made, the Company will advise of the employee's eligibility and the employee's rights and responsibilities.

Reasons and Amount of FMLA Leave

An eligible employee may take up to twelve (12) weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. The birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child (such leave must be concluded no later than 12 months after the birth or placement of the child with the employee);

2. To care for an immediate family member (spouse, parent, child under 18 years old, or child 18 or older who is incapable of self-care because of a disability) with a serious health condition;

3. Because of a serious health condition that renders the employee unable to perform the functions of their job; or

4. Because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age), or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").

An eligible employee is entitled to up to twenty-six (26) weeks of FMLA leave for Military Caregiver Leave, which is FMLA leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: (a) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty (or for a pre-existing injury or illness aggravated in the line of duty) that renders the service member medically unfit to perform the duties of their office, grade, rank, or rating; or (b) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty (or for a pre-existing injury or illness aggravated in the line of duty) at any time within five (5) years preceding the treatment, recuperation, or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes them medically unfit to perform the duties of their office, grade, rank or rating;

2. It causes the service member to have a VA Service Disability Rating at 50% or greater;

3. It is a mental or physical condition substantially impairs their ability to obtain gainful employment; or

4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of twenty (26) weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within five (5) years of the covered service member's active duty) and ends twelve (12) months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than twenty-six (26) weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of twenty-six (26) workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes ten (10) weeks of FMLA leave due to the employee's own serious health condition, the employee may take only sixteen (16) weeks of Military Caregiver Leave during that same 12-month period.

Definitions for FMLA

As used in FMLA, the following terms have the following meanings:

A. A "serious health condition," as referred to above, means an illness, injury, impairment, or physical or mental condition that involves:

   1. In-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);

   2. A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (a) treatment two (2) or more times by a health care provider or under the supervision of a health care provider, with the first being within seven days of the onset of the incapacity and the second being within thirty (30) days of the start of the incapacity, or (b) treatment by a health care provider on at least one occasion, within seven (7) days of the start of the incapacity, that results in a regimen of continuing treatment under the supervision of that health care provider;

   3. Any period of incapacity or treatment due to pregnancy, or for prenatal care;

4. Any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits at least twice a year for treatment by a health care provider;

5. A period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or

6. Any period of absence to receive multiple treatments by a health care provider, or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

B. A "qualifying exigency," referenced above, refers to the following circumstances:

1. To address issues arising when the notification of a call or order to active duty is seven (7) days or less ("short-notice deployment");

2. To attend official military events or family assistance programs or briefings;

3. For qualifying childcare and school-related reasons for a child, legal ward, or stepchild of a covered military member (e.g., to make childcare arrangements necessitated by a notice of deployment);

4. To make arrangements for the care of the covered military member's parent if the parent is incapable of self-care;

5. To make or update financial or legal arrangements to address the absence of a covered military member;

6. To attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;

7. To spend up to fifteen (15) calendar days with the covered military member for each period in which they are on a short-term rest leave during a period of deployment;

8. For post-deployment activities such as attending official ceremonies or programs sponsored by the military for up to ninety (90) days after a covered military member's active duty terminates; and

9. To address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If you and your spouse both work at the Company and both of you are eligible for leave under this policy, then you are eligible for a combined total of twelve (12) weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of twenty (26) weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of twelve (12) weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

If you need to take a block of time off, be absent intermittently, or work a reduced schedule for a reason that qualifies or may qualify for FMLA protection, you must notify your recruiter or supervisor to request leave. In addition, if the Company approves you for unscheduled intermittent leave that is medically necessary, you must follow the Company's normal call-in procedures for each unscheduled absence (unless a serious health condition prevents you from doing so, in which case you or your representative must inform your supervisor of your need miss

all or part of your shift as soon as practicable). (See, "Attendance and Call-In Expectations.") Failure to adhere to normal Company call-in procedures can result in discipline, as with any other type of leave.

If, upon receiving your leave request, the Company determines that FMLA applies or may apply, you will be required to fill out prescribed forms relating to and supporting your leave request. Whenever possible, you will be required to explain not only why you need the leave, but also its anticipated starting and ending dates.

To avoid a delay in FMLA protection, you must give notice of your need or potential need for leave thirty (30) days in advance of the first date that you will need to use leave, or, if you are not aware of the need to take leave that far in advance, as soon as practicable. In addition, you must provide enough facts for the Company to determine that FMLA may apply. (For example, simply informing your recruiter or supervisor that you are "sick" is not enough to trigger FMLA protections, even if you actually have a condition that qualifies as a serious health condition under the law.) If you fail to give the required notice without reasonable justification, the Company may delay FMLA coverage, which can potentially result in discipline under the Company's standard attendance policies for absences that occur before the Company has the information that it needs to approve the leave.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Interaction with Other Leave Laws and Use of PSST

Generally, FMLA leave is unpaid leave. However, employees must concurrently exhaust their PSST while on an otherwise unpaid FMLA leave to the extent allowed by applicable state law. For example, if a full-time employee takes four (4) weeks of FMLA leave in a continuous block and has eighty (80) hours of PSST available at the beginning of the leave, the Company will pay out (and exhaust) the employee's eighty (80) hours of PSST during the course of the first two (2) weeks of leave.

Somewhat different rules apply when an employee on FMLA leave receives short- or long-term disability payments or any other type of benefit payment from a third party that relates to the employee's absence from work. When an employee is eligible or potentially eligible for such benefits, the employee must apply for them. During any period in which the employee is on FMLA leave and also receiving such benefits, the employee will not receive any PSST payouts unless: (a) the employee requests that the Company pay out and exhaust enough of their PSST to make up the difference between the payments the employee is receiving and the employee's regular salary; and (b) the Company elects in its discretion to approve the request.

To the extent an FMLA leave also qualifies for protection under another leave law (such as the Oregon Family Leave Act, or OFLA), the employee's bank of leave hours under FMLA and that other leave law will be exhausted concurrently. For example, if an employee who is eligible for both FMLA and OFLA leave takes leave for their own serious health condition, they will have twelve (12) weeks of leave available under these laws, rather than twenty-four (24), because their FMLA and OFLA hours will be exhausted simultaneously during the employee's leave. Likewise, if an employee uses paid Family Medical Leave benefits under a state paid leave program and that leave is also covered by FMLA, the leave will also be designated as FMLA leave and will run concurrently to the extent allowed by the applicable state law.

Intermittent FMLA Leave

Intermittent or reduced-schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced-schedule leave may be available if the need for leave is due to a serious health condition of the employee or their family member and when the medical need for intermittent or reduced-schedule leave is certified by a health care provider. Intermittent or reduced-schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees in its discretion to grant leave on a non-continuous basis. Military Caregiver Leave may be taken intermittently or on a reduced-leave schedule when medically necessary. Finally, Active-Duty Leave may also be taken on an intermittent or reduced-leave schedule when the circumstances justify a non-continuous leave.

Employees who take foreseeable intermittent or reduced-schedule leave must attempt to schedule their intermittent or reduced-schedule leaves so as not to disrupt the operations of the Company.

In some instances, the Company may require employees taking intermittent or reduced-schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count against the employee's FMLA leave entitlement. (In other words, if an employee spent forty (40) hours working in an alternate position, those forty (40) hours would **not** be deducted from the employee's bank of available FMLA leave.)

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

Documentation Supporting FMLA Leave

An employee requesting leave for a serious health condition of the employee or a family member must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave (or a combined FMLA/OFLA medical certification form, if applicable). A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days from the date the Company provides the employee with the blank form to return the completed medical certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed until the completed certification form is submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, FMLA leave will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and a period of seven (7) days to coordinate with their health care provider and provide the necessary information.

In some circumstances, the Company may require a second medical opinion at its own expense. If the original certification and the second opinion differ, the Company may require a third opinion at its own expense. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding opinion.

A request for Active-Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate supporting documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Servicemember form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form, as well as appropriate supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also result in discipline up to and including discharge.

Once the Company has received a complete and sufficient certification form from the employee, the Company will advise the employee whether they have been approved or denied FMLA, and, if possible, will advise how much FMLA will be used.

Recertification of FMLA Leave

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) for intermittent leave, the Company may request recertification if the employee takes leave again after returning to work and the medical need for leave has not been certified or recertified within the thirty (30) days preceding the employee's renewed leave; (2) in any case in which the employee requests an extension of

the amount of leave initially approved or otherwise indicates that they need more leave than the original certification or last recertification indicated the employee needed; (3) where the circumstances cast doubt on the employee's need for FMLA or their need to take leave on the basis initially or last certified; or (4) every six (6) months, when the condition or purported condition supporting the leave extends beyond six (6) calendar months. When the Company requests recertification, the employee will have fifteen (15) days to return a completed Recertification form (subject to the same exceptions stated above for initial certifications).

Restoration to Position and Benefits

At the end of an approved leave, employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within or at the end of twelve (12) weeks (or twenty (26) weeks, in the case of Military Caregiver Leave) will be returned to the job position that they held when they went on leave, or a substantially equivalent one. If the employee would have lost their position even if they had not taken the leave, then the employee has no right to reinstatement. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

Medical coverage will be maintained while an employee is on FMLA, subject to the employee satisfying the premium payment obligations described in this paragraph. Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to make premium payments to the Company that are equivalent to the amount normally deducted from their paycheck to maintain their medical benefits. If the payment is not received on the due date, the Company will provide the employee written notice of non-payment and provide fifteen (15) days to make the payment. If the payment is not made within the 15-day window, and at least thirty (30) days have passed from the due date, coverage under the plan will lapse, retroactively to the original due date.

If an eligible employee fails to pay the employee's portion of the required premium payments for continued medical coverage, and the Company elects to pay the employee's portion of premium to keep coverage in effect, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. Moreover, the Company may recover its own share of the premiums paid for maintaining an employee's medical coverage during any period of unpaid FMLA leave, if the employee fails to return at the end of their leave for reasons unrelated to the qualifying reason that the employee took leave and that do not otherwise involve the continuation, recurrence, or onset of a serious health condition.

Return to Work

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, the employee must promptly contact your recruiter or supervisor to make arrangements to return to work. Furthermore, employees on FMLA leave must periodically inform your recruiter or supervisor of their status and intent to return to work while on FMLA leave, consistent with the instructions the employee receives at the beginning of their leave. (Generally, the Company will require a status update weekly during the employee's leave, after the employee has taken thirty (30) days of leave. The Company will not require updates any more frequently than weekly.)

Employees returning from FMLA leave must be able to safely and effectively perform all of the essential functions of their jobs upon return. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide a fitness-for-duty certification from the employee's health care provider certifying that the employee is able to resume work and safely and effectively perform all of their essential job functions. However, if the employee takes leave on an intermittent basis and therefore has multiple returns to work, the Company will not require a new fitness-for-duty certification unless: (a) it has been at least thirty (30) days since the employee submitted their last fitness-for-duty certification; and (b) the Company has reasonable concerns regarding the employee's ability to safely perform their duties.

Failure to Return from Leave

If an employee fails to return to work at the end of their approved FMLA leave (and has not obtained an approved extension to their leave), the employee generally loses their right to reinstatement under FMLA. This does not necessarily mean that the employee's employment in their current position will immediately end; whether the employee is eligible for continued leave under a different status will depend on the particular circumstances of their case. However, generally, an employee who fails to return when their approved FMLA leave expires, without obtaining an approved extension or securing an approved leave under a different status (or at least initiating that process with the Company), will become subject to the Company's standard attendance policies at the end of the approved FMLA leave, and may face discipline under those policies for their continued, unapproved absences.

Limited FMLA Rights of Key Employees

An employee who qualifies as a "key employee," as that term is defined under the act's implementing regulations, may be denied restoration of employment under FMLA if holding the employee's position for the employee would cause the Company grievous economy injury. A "key employee" is an employee who is salaried and is among the highest paid ten percent (10%) of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of their status as a "key employee," if there is a possibility that the Company may deny reinstatement after leave.

Non-Interference and Non-Retaliation

The Company will not interfere with an employee's FMLA rights and will not retaliate against an employee because the employee asks about or takes FMLA leave, opposes any practice made unlawful by the FMLA, or is involved in any proceeding under or related to FMLA. Employees should contact their recruiter or supervisor if they have any questions or would like any additional information regarding their eligibility or rights under FMLA.

Disability Leave

Employees with qualifying disabilities who are not eligible for family medical leave under federal or state law, or who were eligible but have exhausted the maximum family medical leave available, may be eligible for additional unpaid, non-job protected disability leave as a reasonable accommodation for their disability. Requests for disability leave are determined on a case-by-case basis, but may be granted for a reasonable amount of time if the Company determines that such accommodation is reasonable and does not pose an undue hardship. The Company may require an employee to provide medical certification that they have a qualifying disability and/or the need for disability leave. Disability leaves are unpaid, but an employee must use all accrued PSST or other PTO before going on unpaid leave status. Employees who are eligible for paid Family Medical Leave benefits under a state paid leave program or who have Short-Term or Long-Term Disability Benefits coverage may be eligible to apply for and receive those benefits during a disability leave. Some employees may also qualify for time-loss benefits under workers' compensation.

We may attempt to provide temporary light-duty or modified work to employees who are released with restrictions. Because our objective is to get disabled employees back to their regular positions as quickly as possible — and not to place anyone in a position where they might suffer a re-injury or aggravation — we will only consider an employee for such work after receiving a satisfactory medical release. An employee who is placed in such a position will be compensated at an appropriate rate determined by the Company. Please also refer to our Disability Accommodations Policy earlier in this Handbook.

Please contact your recruiter or supervisor or Corporate Management for additional information regarding or to request a disability leave.

Military Leave

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the Company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. For example, the Company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their recruiter or supervisor of any need for leave to perform service in the uniformed services as far in advance as possible. Employees are asked to provide a copy of applicable orders or similar documentation. Leave relating to military service is generally unpaid, although employees may elect to use any available accrued PSST or other paid time off during such absences.

Employees who are members of the uniformed services should speak to their recruiter or supervisor or Corporate Management concerning any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

Bereavement Leave

Temporary employees who have completed 90-days employment and 440 hours of service with the Company may take paid leave for up to three (3) working days to grieve, assist in making arrangements and/or to attend the funeral or services of a spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, step-parent, aunt or uncle. Accrued PSST or other paid time off must be used if additional time away is required. Employees in some localities also may be eligible to take additional unpaid time for bereavement leave and to use available accrued and unused Paid Sick and Safe Time ("PSST") during this otherwise unpaid, extended bereavement leave. Please refer to your state supplemental policies for details. Time needed beyond the three (3) days may also be paid if an employee has used all of their accrued PSST or other paid time off benefits and obtained approval from a member of Corporate Management. All employees will also be allowed time off to attend the funeral or services of other relatives or close friends but must use all accrued PSST or other paid time off prior to going on unpaid status. We expect employees to give us as much notice as possible of the need for time off so that we can make arrangements to cover the absence. Verification of family relationship and death may be requested in appropriate circumstances.

IMPORTANT: Oregon employees may be eligible for up to two (2) weeks of unpaid bereavement leave per death of a family member under the Oregon Family Leave Act (OFLA). Employees in Oregon and/or Tacoma, Washington are also eligible to use PSST for bereavement leave for the death of a family member under applicable Sick Time Laws. Please consult the PSST Policy above and/or the state supplemental policies at the end of this Handbook for additional details.

Jury Duty Leave

If you are required to serve on a jury under some form of subpoena or court order, and you are a nonexempt employee, you may obtain an unpaid leave of absence. Jury duty leave is available for the designated period of time and any involuntary extensions. Employees must report to work if dismissed from jury duty in time to work at least four hours of a normal shift. We expect all employees to provide us with a copy of the subpoena or notice within five (5) days after it is received to allow us time to make arrangements to cover the absence. Exempt employees will also be granted time off for jury service and will continue to be paid while serving on the jury, but must provide their recruiter or supervisor or Corporate Management with a copy of their jury duty pay documents and reimburse us for any jury duty pay (excluding any subsistence, housing or travel allowances). Nonexempt employees may use any accrued PSST to cover the absence.

Witness Duty Leave

If you are required to serve as a witness under some form of subpoena or court order you may obtain an unpaid leave of absence. (Regular full-time employees will be granted pay for up to two (2) days.) Witness duty leave is available for the time covered by the subpoena or court order and any involuntary extensions. Employees must report to work if dismissed from witness duty in time to work at least four hours of a normal shift. We expect all employees to provide us with a copy of the subpoena or notice within five (5) days after it is received to allow us time to make arrangements to cover the absence. All employees serving as a witness at Company request, or subpoenaed in a matter arising from employment (other than a matter in which the employee is a plaintiff or defendant), will continue receiving their regular wages or salary (but only the straight-time hours of work actually scheduled and missed, up to eight (8) hours in any one day).

State or Local Leave Laws

Other types of protected leave may be available to employees under state or local law. Employees should refer to the supplemental state policies at the end of this Handbook for additional information regarding protected leaves that may be available to them. Employees may also contact their recruiter, supervisor, or Corporate Management with questions about any types of leave.

Discretionary Personal Leave

Regular employees may be eligible to take a personal leave for what the Company considers compelling personal reasons. Whether to grant personal leave is ultimately within the Company's discretion. Among the factors which determine whether a personal leave will be granted are:

- The reason for the request;
- Overall length of service;
- Performance, attendance, safety, and disciplinary history and/or records;
- Any previous leaves of absence (and the length/purpose of such leaves);
- Location and/or position;
- Commitment to return to work immediately following expiration of the leave; and
- Efficiency of operations.

Personal leave will not be granted for more than a cumulative total of thirty (30) calendar days within any 18-month period. Personal leave which has been granted for a shorter period may be extended up to a total of thirty (30) calendar days, provided that the employee requests the additional time prior to expiration of the original leave and granting it is appropriate under these standards. Personal leaves are unpaid, and employees must use all accrued PSST or other paid time off before taking unpaid time off. Benefits do not accrue while an employee is on personal leave.

Other Employee Benefits

We are proud of the benefits we offer to our temporary employees. Benefits may be modified, added, or terminated at any time at the Company's discretion or by the insurance company to the extent required or permitted by law. Not all employees may be eligible for all types of benefits offered, and the various benefits plans offered by the Company may have different eligibility requirements, including requirements imposed by the insurance company. Additionally, some benefit plans require employees to share some of the cost.

At the beginning of employment, and thereafter each year, the Company will provide an open enrollment benefits summary guide to employees with current information about the benefits programs available, as well as eligibility and costs. Summary Plan Documents with more information regarding offered benefits plans are available from Corporate Management for review by any plan participant or beneficiary. In all cases, the plan description supersedes any information provided in this Handbook. Information and summary communications intended to explain benefit plans are furnished to all plan participants and beneficiaries on a timely and continuing basis.

Unemployment compensation insurance and workers' compensation insurance in accordance with applicable law are also provided to all employees.

Employees are encouraged to contact Corporate Management and review plan documents for information regarding available benefits, eligibility, and enrollment.

Our Commitment to Safety

Please be safety conscious! Nothing is more important than the safety of our employees, and we expect everyone to do their part to maintain a safe workplace. It is imperative that employees follow all written Company safety procedures. Failure to comply may result in disciplinary action or termination. In the absence of specific procedures, all employees are expected to maintain proper standards of safety and follow instructions of their supervisors. Itemized below is a summary of general safety rules to follow.

Basic Safety Rules

The most important part of this program are our employees! Without your cooperation, the most stringent program will be ineffective. Protect yourself and your fellow workers by following these rules. Remember: work safely so you can go home to your family and friends. They need you!

1. MICI is a drug-free company. Anyone who tests positive for alcohol or drugs will be suspended or terminated immediately. Appropriate evaluations may be required at the Company's discretion. Drug testing is mandatory and done at random times.

2. MICI is committed to maintaining a work environment which is free of discrimination, harassment, or retaliation based on any protected status. Harassment may include unwelcome physical and verbal conduct that has the purpose or effect of unreasonably interfering with an individual's work or creating an intimidating, hostile or offensive work environment. Conduct of this nature will not be tolerated. Any violation of this policy should be reported promptly to your immediate supervisor

3. Report to work rested and fit to give full attention to your work. If you are prescribed medication that may alter your abilities to perform certain tasks safely, you must alert your supervisor.

4. Be certain that you completely understand instructions before starting work and avoid "short-cuts" from safe work procedures.

5. Report all on-the-job injuries/illnesses promptly. Injuries/illnesses not reported before leaving your shift will result in any subsequent claim being questioned, thus jeopardizing rights to compensation. **THE SAFETY COORDINATOR IS AVAILABLE FOR INJURY REPORTS 24 HOURS A DAY AT 503-690-0641.** All injured employees are required to have a post-accident drug screen.

6. Absolutely no practical jokes, scuffling, fighting or other horseplay will be permitted at any time while working at job sites.

7. Smoking shall be permitted only in areas designated.

8. Observe and comply with all safety signs and regulations. Employees should be alert to see that all safety guards and other protective devices are in proper place and use. No employee shall remove, displace, damage, or interfere with any form of accident prevention device.

9. If any question exists about the safety of doing a job, stop and get instructions from your supervisor before continuing the work.

10. Any employees required to work on pipelines, tanks, reservoirs, vessels, underground vaults, chambers, etc., will receive instructions from the supervisor before commencing with the job. Follow confined space entry procedures when necessary.

11. All electrical equipment must be locked out, tagged and checked by your supervisor or foreman before any work may be performed on it. Follow the lockout/tagout program procedures in your safety manual or follow the client's procedures.

12. No weapons of any kind will be permitted within any MICI work facility or on client property (except as expressly provided in the Weapons on Property policy, below). Knives carried for any purpose, other than doing assigned work must be of "folding, lock-blade" variety. Violations of this regulation will be grounds for dismissal.

13. Gas cylinders are to be stored in vertical position at all times. Do not roll cylinders on their side and do not drop cylinders. When hauling cylinders, always replace caps. Do not store cylinders near flammable materials. Do not store oxygen and acetylene together.

Weapons on Property

The Company strictly prohibits the possession or carrying of firearms and other weapons on Company property, while on Company business, or while in a Company-owned vehicle. The sole exception to this policy is that employees in Arizona and Texas may store a firearm in a privately owned vehicle or motorcycle in a Company parking lot if the vehicle is locked and the firearm is not visible from outside the vehicle or motorcycle. For the purposes of this policy, "firearms" are any loaded or unloaded handgun, pistol, revolver, rifle, shotgun or other weapon that will expel, is designed to expel or may readily be converted to expel a projectile by the action of an explosive.

The Company reserves the right to conduct searches of work areas, lockers, desks, cubicles and personal items including, but not limited to, purses, briefcases, backpacks and bags for compliance with this policy.

On-the-Job Injuries

Reporting Accidents and "Close Calls"

If you have an on-the-job accident or "close call," (for example, an incident that could have resulted in injury to anyone or property damage) **notify your on-site supervisor and our Beaverton Office by calling 503-690-0641 immediately,** so we will know what happened, the cause and, if you are injured, the nature and extent of the injury and how long you may be off work. An accident or near-miss could also result in a request for an alcohol and/or drug test. (See "Alcohol and Drug Policy," above)

This is a very important rule because it allows us to immediately investigate each accident or incident to determine how it can be prevented in the future. Thus, reporting the accident or incident on your next work shift is not acceptable.

An employee who is going to miss any work must follow our call-in rules, and an employee who is going to miss two (2) or more consecutive workdays must also follow our policies on medical documentation and releases.

Employee Responsibility

When an employee has an on-the-job accident and/or occupational disease claim, it must be reported immediately to a supervisor/foreman and the Safety Coordinator at MICI. Failure to do so could result in your claim being delayed or denied as well as disciplinary action.

If no injury has occurred or professional medical assistance is not required, you must fill out and give your supervisor/foreman an "Incident Report" by the end of your work shift.

If an injury does occur, you must follow the emergency response procedures and fill out a Worker's Compensation 801 claim form with the safety coordinator, within twenty-four (24) hours of your injury. If your injury requires

immediate emergency medical care, you must make arrangements with the safety coordinator for completion of the 801 claim form.

You must inform your healthcare provider that there are light-duty jobs available for injured workers employed by MICI.

Once your healthcare provider releases you to return to work (temporary, part- time, light duty or regular duty), you must report available for work immediately and inform the Safety Coordinator of any physical restrictions or conditions. You must provide written update on your condition immediately following any visit to your healthcare provider that you cannot return to work without a release from your healthcare provider.

While you are off work, it is your responsibility to supply your supervisor/foreman and the Safety Coordinator with your current telephone number (unlisted or not) and an address where you can be reached.

Filing a Workers' Compensation Claim

All claims must be submitted within three (3) days of the injury so that the completed form can be submitted to our insurance carrier within five (5) days. You can obtain a claim form for an on-the-job injury from your supervisor or Corporate Management, and you must complete the "worker" portion of the form. (Our Safety Coordinator will help if you need it.) An employee whose on-the-job illness or injury qualifies as a "serious health condition" under FMLA will have the time missed from work counted against the maximum FMLA leave time, and will receive the benefits and protections of that law.

Medical Limitations or Restrictions

We do <u>not</u> want you to do anything that might go beyond restrictions imposed by your physician or that might otherwise delay your full return to regular employment, so it is <u>very</u> important to keep us informed of your physical limitations and restrictions.

Early Return-to-Work Policy

We have multiple return-to-work options available to employees who are injured while employed by MICI. These positions range from office help to working with volunteer agencies such as the Salvation Army, Transition Projects, William Temple House, Meals on Wheels, American Red Cross, March of Dimes and many more. We recognize the importance of keeping our employees active and while you are participating in return-to-work programs, you are earning your full wage and not losing hours.

ARIZONA SUPPLEMENTAL POLICIES

These Arizona Supplemental Policies supplement the generally applicable policies contained in the foregoing sections of this Handbook. These Arizona Supplemental Policies apply only to employees who are employed in Arizona. Where these Arizona Supplemental Policies and the generally applicable policies set forth above conflict, the Arizona Supplemental Policies control with respect to Arizona-based employees. Employees with questions about these Arizona Supplemental Policies should contact Corporate Management.

The contents of these Arizona Supplemental Policies are guidelines only. **Nothing in these Arizona Supplemental Policies alters the at-will nature of any employee's employment.** Nothing herein should be read as making any sort of promise or guarantee of continued employment or employment for any minimum duration.

The Company reserves the right to change, correct, supplement, or revoke these Arizona Supplemental Policies or any of their terms or provision at any time, with or without advance notice. Although other terms, conditions, and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. No representative of the Company, other than Corporate Management, has the authority to enter into an agreement that specifies a duration of employment or otherwise alters the at-will nature of the employment relationship (e.g., makes employment terminable only with just cause), and only then if such agreement is in writing and signed by one of the aforementioned individuals.

Medical Marijuana

The Company will not discriminate against a person in hiring, termination or imposing any term or condition of employment or otherwise penalize a person based upon either (a) a qualified, registered individual's status as a medical marijuana cardholder; or (b) a qualified, registered individual's positive drug test for marijuana components or metabolites, unless the individual used, possessed, or was in any way impaired by marijuana during working time or while on or in Company property, vehicles, and equipment.

Constructive Discharge

An employee is encouraged to communicate to the Company whenever they believe that working conditions may become intolerable to the employee and may cause the employee to resign. Under section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the Company in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen (15) calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. An employee may be entitled to paid or unpaid leave of absence of up to fifteen (15) calendar days while waiting for the Company to respond to the employee's written communication about their working condition.

Arizona Paid Sick and Safe Time Policy

The Company recognizes that employees may need time off from work to address their own and their family members' illnesses, injuries and health conditions. This policy ensures that all eligible Arizona employees receive paid sick time in accordance with applicable law. This policy supersedes any previously existing paid sick time policy with respect to eligible Arizona employees covered by this Handbook. This Arizona Paid Sick and Safe Time ("PSST") Policy is intended to comply with Arizona Paid Sick Leave Law.

Eligibility

All Arizona temporary employees covered by this Handbook (i.e., who are not eligible for PTO under the Company's separate PTO Policy), are eligible to accrue and use PSST as set forth in this policy (except as otherwise provided with respect to bargaining unit employees covered by an applicable Collective Bargaining Agreement and consistent with state and local law).

Definitions

Employees may use PSST for themselves or related to an "eligible family member." "Eligible family member" shall include an employee's: (1) spouse or domestic partner, (2) child, (3) parent, (4) grandparent, (5) grandchild, (6) sibling, or (7) and any other person related by blood or affinity whose close association with the employee is the equivalent of a family relationship. For purposes of this policy, the following definitions apply:

- "Child" shall include an employee's biological, adopted, and foster children, stepchildren, and legal wards, regardless of age; a child of a domestic partner; a child to whom the employee stands "in loco parentis" or an individual for whom an employee stood "in loco parentis" when the child was 18 years of age or younger.
- "Domestic partner" shall include anyone registered as such under the laws of any state or political subdivision.
- "Parent" shall include biological, adoptive, and foster parents or stepparents, or legal guardians, of an employee or an employee's spouse or domestic partner, or a person who stood "in loco parentis" to the employee or the employee's spouse or domestic partner when they were a child age 18 years of age or younger.
- "Sibling" shall include biological, adoptive, and foster sibling or stepsiblings of an employee or an employee's spouse or domestic partner.
- "Spouse" shall include any person to whom the employee is legally married under the laws of any state.

Please contact your supervisor or Corporate Management with questions concerning any of the above definitions.

Accrual of PSST

Employees will accrue PSST at a rate of one (1) hour per thirty (30) hours worked. Salaried exempt employees will be assumed to work forty (40) hours in each workweek for PSST accrual purposes (i.e., 3 workweeks will result in 4 accrued PSST hours), unless their normal workweek is less than forty (40) hours.

Employees are eligible to accrue and use up to forty (40) hours of PSST per calendar year ("PSST Year"). Employees will not accrue PSST during any unpaid leave of absence.

Up to forty (40) hours of accrued but unused PSST will carry over from PSST Year to PSST Year. Any accrued but unused PSST at the end of a year in excess of forty (40) hours is forfeited. The maximum amount of PSST hours that can be accrued and banked is eighty (80) hours. Any accrued but unused PSST will not be paid out at the end of employment, whether due to termination or resignation or any other reason.

Use of PSST

Employees may use any available PSST beginning on their 90th day of employment. Employees may use PSST in increments of increments consistent with their timekeeping method increments. Employees may use PSST for the following reasons:

- the employee's own physical or mental illness, injury, or health condition;

- the employee's own need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- the employee's own need for preventative medical care;
- care of an eligible family member's physical or mental illness, injury or health condition;
- care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- care of a family member who needs preventative medical care;
- address the psychological, physical, or legal effects of domestic violence, sexual violence, abuse or stalking involving an employee or a family member; or
- closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
- care for the employee or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

The use of PSST for other purposes (such as vacation or "personal days") is prohibited. Prohibited use of legally mandated PSST under state law may result in disciplinary action up to and including termination.

Employees may use a maximum of forty (40) hours of PSST per PSST Year. This forty (40) hour maximum applies even if an employee has banked more than forty (40) hours of PSST as a result of year-to-year carry over.

Notification to Company of Need for PSST

If the need for PSST is foreseeable, employees should provide advance notice as soon as possible under the circumstances, preferably at least seven (7) days in advance. If the need for PSST is not foreseeable, employees should provide notice of the need for PSST as soon as possible under the circumstances. If possible, an employee's leave request must include the expected duration of the leave. Notice should be given orally, in writing, by electronic means.

Documentation for PSST

If an employee uses PSST for three (3) or more consecutive workdays, Company may require reasonable documentation of the purpose for such leave. Documentation may include, but is not limited to, a signed statement from a health care provider.

Compensation for PSST

Timekeeping documentation should clearly reflect all PSST taken. Employees are required to use the time and attendance system for requesting and tracking PSST requests. To the extent required by law, PSST will be compensated at the same hourly rate and with the same benefits as the eligible employee normally earns. When an eligible employee uses PSST, it will be paid in accordance with normal payroll procedures.

Information Regarding PSST Balance

The amount of an employee's accrued and available PSST will appear on each paystub or wage statement or an attachment thereto. Please review the statement for accuracy and immediately contact your supervisor or Corporate Management if you have questions regarding this information or your accrued and available PSST. If you wish to review your payroll records, including PSST paid to you, please contact your supervisor or Corporate Management.

No Retaliation

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, legally mandated PSST. If you believe that you have been treated unfairly on account of your use of legally-mandated PSST, or your request for legally-mandated PSST, please immediately report this concern to our supervisor or Corporate Management so that the matter may be reviewed and appropriate corrective action may be taken.

Termination of Employment

Unused PSST will not be paid out to an employee at the end of employment.

Cessation of Employment and Re-Hire

If an employee separates from employment with the Company (whether voluntarily or involuntarily) and is re-hired by the Company within nine months, any previously accrued and unused PSST will be reinstated and be made available for immediate use.

Crime Victim Leave

The Company will provide unpaid time off to an employee who is the victim of a crime so that the employee can attend criminal proceedings related to the crime. This includes the defendant's initial appearance, post arrest release, plea negotiations to be presented to the court, sentencing, probation revocation or termination, criminal post-conviction release and any hearing, argument or other matter scheduled by and held before a trial court at which the defendant also has the right to be present. Time off also includes proceedings set to reexamine and protect the victim's rights.

An employee who was not the victim of the crime may take leave under this policy only if the victim was killed or incapacitated and the employee is the victim's spouse, parent, child, grandparent, sibling or personal representative (or is otherwise related to the victim as provided by law) so long as the employee is not the accused.

An employee must provide advance notice and provide proper documentation related to the crime, and if applicable, a copy of the notice of each scheduled proceeding. An employee may also take unpaid time off from work to obtain or attempt to obtain an order or an injunction against harassment or any other injunctive relief to ensure the health and safety or welfare of the victim or the victim's child. The Company may limit the amount of leave provided to an employee if the leave creates an undue hardship to the Company.

Time Off For Voting

This policy applies to tribal, municipal, county, state, and federal elections. If there are less than three (3) consecutive hours between the opening of the polls and the beginning of the employee's work shift, or between the end of the employee's work shift and the closing of the polls, paid time off to vote will be granted to ensure the employee receives three (3) consecutive hours to vote. In such event, the employee is expected to work with their supervisor no later than the day prior to the day of voting to schedule paid time off so that the employee will have three consecutive hours to vote. The manager has discretion in determining whether the time will be provided at the beginning or ending of the employee's shift.

MONTANA SUPPLEMENTAL POLICIES

These Montana Supplemental Policies supplement the generally applicable policies contained in the foregoing sections of this Handbook. These Montana Supplemental Policies apply only to employees who are employed in Montana. Where these Montana Supplemental Policies and the generally applicable policies set forth above conflict, the Montana Supplemental Policies control with respect to Montana-based employees. Employees with questions about these Montana Supplemental Policies should contact Corporate Management.

The contents of these Montana Supplemental Policies are guidelines only. Nothing herein should be read as making any sort of promise or guarantee of continued employment or employment for any minimum duration.

The Company reserves the right to change, correct, supplement, or revoke these Montana Supplemental Policies or any of their terms or provision at any time, with or without advance notice. Although other terms, conditions, and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company, to the extent permitted by law, is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. No representative of the Company, other than Corporate Management, has the authority to enter into an agreement that specifies a duration of employment or otherwise alters the at-will nature of the employment relationship to the extent permitted by applicable law, and only then if such agreement is in writing and signed by one of the aforementioned individuals.

Montana Limits on At-Will Employment

Probationary Period

Employees in Montana are subject to a probationary period of eighteen (18) months from the date of hire ("Probationary Period"). During this Probationary Period, employment with the Company is at-will. **Nothing in these Montana Supplemental Policies alters the at-will nature of any employment during the eighteen (18) month Probationary Period**.

Discharge

The Company may terminate an individual's employment, with or without notice, except where:

- the discharge is in retaliation for the employee's refusal to violate public policy or for reporting a violation of public policy;
- the discharge is not for good cause *and* the employee has completed the eighteen (18) month Probationary Period; or
- the discharge violates the express terms of the Company's own written personnel policy.

Montana Maternity Leave

Employees in Montana have the right to be free from unlawful discrimination because of pregnancy and are permitted to take a reasonable leave of absence for pregnancy. The Company will not terminate a woman's employment because of her pregnancy and will not refuse to grant an employee's reasonable leave of absence for the pregnancy. Additionally, the Company will not deny to an employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Company, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform employment duties. Moreover, the Company will not require an employee to take a mandatory maternity leave for an unreasonable length of time.

Montana Military Service Employment Rights Act

Under the Montana Military Service Employment Rights Act, an employee who is a member of Montana's organized militia or a member of the national guard of another state who is ordered to state military service is entitled to a leave of absence from employment during the period of that state military duty. A leave of absence for state military duty may not be deducted from any paid time off (PTO), sick leave, vacation leave, military leave, or other leave accrued by the employee unless the employee desires the deduction.

After a leave of absence for state military duty, an employee will be reinstated with the same seniority, health insurance, pension, and other benefits as the employee would have accrued if the employee had not been absent for the state military duty. However, if the employee was a probationary employee when ordered to state military duty, the employee will be required to resume their probationary period from the date when the employee's leave of absence for state military duty began. An employee on military leave under this policy will not accrue sick leave, vacation leave, military leave, or any other leave benefits during the employee's leave of absence for state military duty.

The employee need not be reinstated under the following circumstances:

1. the employee is no longer qualified to perform the duties of their position with or without reasonable accommodation;

2. the employee's position was temporary and the temporary employment period has expired;

3. the employee's request to return to employment was not done in a timely manner;

4. the Company's circumstances have changed so significantly that the employee's continued employment cannot reasonably be expected;

5. the employee's return to employment would cause the Company an undue hardship;

6. the employee did not inform the Company at the time of hire that they were a member of Montana's organized militia or the national guard of another state; or

7. the employee enlisted in Montana's organized militia or another state's organized national guard during the course of employment with the Company and did not inform the employer of the enlistment.

For purposes of this policy, "timely manner" means: (1) for state military duty of up to 30 days, the employee returned to employment the next regular work shift following safe travel time plus eight hours; (2) for state military duty of 30 days to 180 days, the employee returned to employment within 14 days of termination of state military duty; and (3) for state military duty of more than 180 days, the employee returned to employment within 90 days of termination of the state military duty. However, if there are extenuating circumstances that prevent the employee from returning to employment within the time otherwise prescribed by this paragraph through no fault of the employee, then a "timely manner" means within the time period specified by the Adjutant General as set forth pursuant to Montana law under M.C.A. § 2-15-1202.

Montana Supplement to Alcohol and Drug Policy

Employees in Montana are subject to the Company's Alcohol and Drug Policy, subject to the following modifications to the Company's policy regarding Testing of Employees for Alcohol and Drugs. Where a conflict exists between the provisions in the Company's Alcohol and Drug Policy, including its policy regarding Testing of Employees for Alcohol and Drugs, this Supplement shall govern. If an employee is subject to testing under the Department of Transportation (DOT) regulations and this Supplement, in the event of a conflict between this Supplement and DOT regulations, DOT regulations are controlling.

Employees Subject to Testing

Employees and applicants subject to the drug and alcohol testing requirements detailed in this Supplement include only those employees or applicants who are or will be engaged in the performance, supervision, or management of work in a:

- Hazardous work environment, which includes, but is not limited to: (1) positions for which substance abuse testing is mandated by federal law or regulation; (2) positions that involve the operation of, or work in proximity to, construction equipment, industrial machinery, or mining activities; or (3) positions that involve handling of, or proximity to, flammable materials, explosives, toxic chemicals, or similar substances;
- Security position;
- Position affecting public safety or public health;
- Position in which driving a motor vehicle is necessary for any part of the individual's work duties; and
- Position involving a fiduciary responsibility for the Company.

Notice

All employees working in Montana will be furnished with a copy of this Supplement. In addition, this Supplement will be made available for review by all current employees in Montana no fewer than 60 days before its implementation of the implementation of any changes to this Supplement.

Standards of Conduct

The Company is committed to providing a safe work environment and to promoting the health and safety of its employees. To promote these goals, the Company has adopted an Alcohol and Drug Policy, which is detailed in the Company's Handbook. Violation of the Company's policies relating to alcohol and drug use may lead to disciplinary action, up to and including termination of employment.

Testing Requirements

The Company conducts drug and alcohol testing of applicants and employees in accordance with state and federal laws. The Company may test any applicant subject to testing (as defined above) as a condition of hire, and may refuse to extend an offer of employment to any prospective employee who does not take and pass a pre-employment drug and alcohol screen. Drug and alcohol testing of employees may only be conducted under the following circumstances:

- When the employee's supervisor has a reasonable suspicion that the employee's faculties are impaired on the job as a result of the use of a controlled substance or alcohol consumption. "Reasonable suspicion" must be based on observations sufficient to lead a supervisor to suspect that the employee is impaired or under the influence of drugs or alcohol (including, but not limited to, slurred speech, inability to walk a straight line, erratic behavior, etc.). The Company will comply with the supervisory training requirement in 49 CFR, part 382.603 in requiring employees to be tested on the basis of reasonable suspicion.

- When the Company has reason to believe that an employee's act or failure to act was a direct or proximate cause of a work-related accident or incident that has caused death or personal injury or property damage in excess of $1,500.

- Random tests. Employees subject to testing (as defined above) are tested on a randomly selected basis from a pool of covered employees, including all supervisory and managerial employees in positions subject to testing. The random testing process will be conducted on a calendar year basis. Fifty percent of employees subject to testing will be tested each calendar year. Employees subject to random testing will be chosen by a Third Party Administrator using a scientifically valid method, such as a random number table or computer-based random number generator table. Each employee is required to sign a statement

confirming that they have received a written description of the random selection process and such signed statement will be maintained in the employee's personnel file.

- The Company may require employees to submit to follow-up testing if the employee has had a verified positive test for a controlled substance or alcohol. Follow-up tests may be conducted for up to one year following the receipt of a prior positive test.

Testing Procedures

All controlled substance and alcohol testing procedures, including the collection, transport, testing procedures, and confirmation testing of urine samples, will be performed in accordance with 49 CFR, part 40. Testing will be conducted at the Company's expense during working hours at a certified laboratory designated by the Company. The Company will compensate the tested employee at the employee's regular rate, including benefits, for the time attributable to testing. Transportation of employees to and from the testing site will be provided, also at the Company's expense.

Testing for controlled substances will test for the presence of marijuana, cocaine, amphetamines, PCP, opiates/metabolites, barbiturates, benzodiazepines, propoxyphene, methadone, methaqualone, and MDMA/ecstasy. The following is meant to provide a detailed description of the procedures that will be followed to conduct the testing program. The collection, transport, and confirmation testing of urine samples must be performed in accordance with 49 CFR, part 40, and the collection, transport, and confirmation testing of non-urine samples must be as stringent as the requirements of 49 CFR, part 40, in requiring split specimens as defined by the United States Department of Health and Human Services ("HHS"), requiring transport to a testing facility under the chain of custody, and requiring confirmation of all screened positive results using mass-spectrometry technology. When a urine samples is used, the urine sample will be sent to a drug testing laboratory located in the United States certified by HHS under the National Laboratory Certification Program (NLCP). Testing will be performed in compliance with applicable provisions of HHS guidelines concerning accessioning and processing urine drug specimens. The Cut-off concentrations for Initial and Confirmation Tests provided in 49 CFR, part 40 will be followed. Where a non-urine sample is analyzed, the collection, transport, and confirmation testing of such non-urine sample shall be at least as stringent as the requirements set forth in 49 CFR, part 40. If the test is positive, a medical review officer (MRO) will review the results, contact the employee, and request confirmation in conformance with 49 CFR, part 40.

Testing for alcohol will test for the presence of a 0.02 or more concentration of alcohol. A breath alcohol test result must indicate an alcohol concentration of greater than 0.04 for a person to be considered as having alcohol in the person's body.

Breath alcohol tests must be administered by a certified breath alcohol technician (BAT) and may only be conducted using testing equipment that appears on the list of conforming products published in the Federal Register. The alcohol test will take place at an alcohol testing site meeting the requirements of 49 CFR, part 40. The initial test and any confirming test will be administered in conformance with 49 CFR, part 40.

Dispute Resolution Process

Before the Company may take any action based on a positive test result for controlled substances or alcohol, the Company will have the results reviewed and certified by its MRO who is trained in the field of substance abuse.

If an employee or applicant is tested and the employee or applicant disputes the result or believes that they have a reasonable explanation for the failed test, the employee or applicant will be given the opportunity to provide the MRO with any medical information that is relevant to interpreting the test results, including information concerning current or recently used prescription or non-prescription drugs.

The employee or applicant will also be provided a copy of the test report. The employee or applicant has the right to request an additional test of the split sample by an independent laboratory selected by the person being tested. If a second test is requested, the cost of such test will be at the employee or applicant's expense if the test is positive,

and at the Company's expense if the test is negative. If the second test is negative, the results of the test shall be deemed to have been negative. The employee or applicant may rebut or explain the results of any test.

The Company will take no adverse personnel action, including requiring follow-up testing, if the tested employee or applicant presents a reasonable explanation or medical opinion that the original test results were not caused by alcohol consumption or illegal drug use. In such a case, the Company will remove any record of the test results from the employee's files and destroy the information.

Refusal to Test

If an employee refuses to take a required drug/alcohol test, the employee will be subject to disciplinary action, up to and including termination. The employee's record will list the reason for disciplinary action as "refused drug/alcohol test." Similarly, an applicant who refuses to undergo drug or alcohol testing will be denied employment. Findings that a tested individual has interfered with the test or tampered with the specimen in any way will be treated as a refusal to take the test.

Confidentiality

All information, interviews, reports, statements, memoranda, and test results are confidential communications that may not be disclosed to anyone except: (1) the tested employee; (2) the designated representative of the Company; or (3) in connection with any legal or administrative claim arising out of the Company's implementation of the Montana Workforce Drug and Alcohol Testing Act or in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of $1,500, when there is reason to believe that the tested employee may have caused or contributed to the accident. Additionally, information obtained through testing that is unrelated to the use of a controlled substance or alcohol must be held in strict confidentiality by the MRO and may not be released by the Company.

Legal Sanctions under Federal, State, and Local Law

The manufacture, distribution, possession, or use of controlled substances (other than pursuant to a valid prescription or otherwise authorized by law) is illegal under state and federal law, and is subject to various criminal sanctions, including monetary fines and prison sentences up to life, and in some cases there are mandatory minimum prison sentences. Federal sanctions are generally more severe than are state sanctions. These sanctions may vary depending on the employee's previous criminal convictions. Further, certain laws may impose mandatory sanctions.

Drug and Alcohol Education

The Company will regularly educate or provide information to its employees on the health and workplace safety risks associated with the use of a controlled substance.

Supervisors and other management personnel will be trained in:

- Detecting the signs and behavior of employees who may be using drugs or alcohol in violation of this policy;
- Intervening in situations that may involve violations of this policy;
- Recognizing the above activities as a direct job responsibility.

Training for the Company's supervisors will include at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substance use.

Other employees will be informed by way of written materials and/or in-person training of:

- The health and workplace safety risks associated with the use of controlled substances and alcohol;
- The provisions of this policy, including the employer's attempts to maintain a drug-free workplace, the availability of employee assistance programs, and the penalties that may be imposed upon employees who abuse drugs.

Montana Non-Discrimination Policy Based on Vaccination Status

The Company will not discriminate against or refuse to employ any individual based on whether the person has been vaccinated or possesses an immunity passport. The Company will not require employees to disclose their immunization status. Additionally, the Company will not require employees to receive vaccines whose use is allowed under emergency use authorization or any vaccine undergoing safety trials. Nothing in this policy prohibits the Company from recommending an employee receive a vaccine.

OREGON SUPPLEMENTAL POLICIES

These Oregon supplemental policies supplement the generally applicable policies contained in the Handbook above ("Oregon Supplemental Policies"), and apply only to employees who are employed in Oregon. Where these Oregon Supplemental Policies and the generally applicable policies set forth above conflict, the Oregon Supplemental Policies control with respect to Oregon-based employees. Employees with questions about these Oregon Supplemental Policies should contact their recruiter, supervisor, or Corporate Management.

The contents of these Oregon Supplemental Policies are guidelines only. **Nothing in these Oregon Supplemental Policies alters the at-will nature of any employee's employment.** Nothing herein should be read as making any sort of promise or guarantee of continued employment or employment for any minimum duration.

The Company reserves the right to change, correct, supplement, or revoke these Oregon Supplemental Policies or any of their terms or provision at any time, with or without advance notice. Although other terms, conditions, and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. No representative of the Company, other than Corporate Management, has the authority to enter into an agreement that specifies a duration of employment or otherwise alters the at-will nature of the employment relationship (e.g., makes employment terminable only with just cause), and only then if such agreement is in writing and signed by one of the aforementioned individuals.

Oregon Supplemental Discrimination, Harassment, and Retaliation Policy

This policy supplements the Company's generally applicable policies prohibiting discrimination, harassment, and retaliation, and applies to all Oregon employees.

Prohibited Conduct

In addition to other protected classes under federal, state, or local law, the Company's policies prohibiting unlawful harassment, discrimination, and retaliation extend to include a prohibition of workplace conduct that constitutes discrimination because of race (including physical characteristics that are historically associated with race, including, but not limited to, natural hair, hair texture, hair type, and protective hairstyles), color, national origin, religion, sex, gender, pregnancy (including a pregnancy- or childbirth-related disability or condition), sexual orientation, gender identity/expression, marital status, age, an expunged juvenile record, uniformed service, or a physical or mental disability. The Company's policies also expressly prohibit sexual assault, which is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation. For purposes of this policy, the "workplace" includes when employees are on company premises, at a company-sponsored off site event, traveling on behalf of company, or conducting company business, regardless of location.

Reporting Procedures

All employees must report promptly all concerns of unlawful harassment, discrimination, or retaliation. All employees are also encouraged to document all incidents of unlawful harassment, discrimination, or retaliation as soon as possible.

Employees may report concerns of unlawful harassment, discrimination, or retaliation to their supervisor or Corporate Management, and should do so as soon as possible. Reporting employees must be provided with a copy of this policy. Reports or complaints will be handled in accordance with the Company's generally applicable unlawful harassment, discrimination, and retaliation policy set forth in the Handbook. Employees will not be subjected to any form of retaliatory treatment for making a good faith report or complaint under this policy.

Employees may also file an external complaint of unlawful discrimination, harassment, or retaliation with the Oregon Bureau of Labor and Industries (BOLI), U.S. Equal Employment Opportunity Commission (EEOC), or a state or federal court. For claims based on conduct occurring on or after September 29, 2019, employees must file

an external complaint asserting allegations of workplace conduct that constitutes sexual assault or discrimination or harassment in violation of ORS 659A.030 (because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, or an expunged juvenile record), ORS 659A.082 (because of uniformed service), or ORS 659A.112 (because of disability), within five (5) years of the occurrence. Other applicable laws may have a shorter time limitation on filing.

Non-Disclosure/Non-Disparagement Agreements

In accordance with Oregon law, the Company will not require or coerce any employee (including a current, former, or prospective employee) to enter into any agreement as a condition of employment, continued employment, promotion, compensation, or receipt of benefits that contains a non-disclosure, non-disparagement, or other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace conduct that constitutes sexual assault or discrimination or harassment because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, an expunged juvenile record, uniformed service, or disability.

A non-disclosure provision prohibited by this policy is an agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of workplace conduct that constitutes sexual assault or discrimination or harassment because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, an expunged juvenile record, uniformed service, or disability, including the amount or terms of a settlement. A non-disparagement provision is an agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company. A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

Notwithstanding the foregoing, an agreement with an employee that includes a release of claims brought against the employer of workplace conduct that constitutes sexual assault or discrimination or harassment because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, an expunged juvenile record, uniformed service or disability, may include an otherwise prohibited non-disclosure, non-disparagement, or no-rehire provision as a term or condition of the agreement, if voluntarily requested by the employee provided the employee has seven (7) days to revoke the agreement. The Company may also enter into an agreement with an employee that includes such provisions if it makes a good faith determination that the employee engaged in workplace conduct that constitutes sexual assault or discrimination or harassment because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, an expunged juvenile record, uniformed service, or disability, or as otherwise permitted by Oregon law.

Non-Interference

Nothing in any of the Company's separate, generally applicable confidentiality or non-disclosure policies is intended to have the purpose or effect of preventing Oregon employees from disclosing or discussing workplace conduct that constitutes sexual assault or discrimination or harassment in violation of ORS 659A.030 (because of race, color, national origin, religion, sex, gender, pregnancy, sexual orientation, gender identity/expression, marital status, age, or an expunged juvenile record), ORS 659A.082 (because of uniformed service), or ORS 659A.112 (because of disability), or engaging in other legally-protected disclosures, except to the extent expressly permitted by applicable law.

Questions

Employees should direct any questions about this policy to their recruiter or supervisor or Corporate Management.

Oregon Pregnancy and Lactation Accommodations

Pregnancy Accommodations

Employees and applicants in Oregon have a right to be free from unlawful discrimination and retaliation because of pregnancy, childbirth, or related medical conditions (including lactation), and have a right to reasonable workplace accommodation for known limitations related to pregnancy, childbirth, or related medical conditions (including lactation), unless doing so would impose an undue hardship. The Company will not discriminate against employees or applicants because of known limitations related to pregnancy, childbirth, or related medical conditions (including lactation), and will provide reasonable accommodation to employees or applicants for such known limitations, unless doing so would impose an undue hardship.

The Company will not:

- Deny employment opportunity because of the need for reasonable accommodation;
- Deny reasonable accommodation for known limitations, unless it would cause undue hardship;
- Discriminate or retaliate against employees or applicants for inquiring about, requesting, or using a reasonable accommodation;
- Require employees or applicants to accept a reasonable accommodation that is unnecessary to perform the essential functions of the job or if they do not have a known limitation; or
- Require employees to take leave from work if the Company can provide another reasonable accommodation for a known limitation.

Possible reasonable accommodation under this policy could include, but are not limited to:

- Acquisition or modification of equipment or devices;
- Longer or more frequent break periods;
- Assistance with manual labor; and/or
- Modification to work schedules or job assignments.

Employees should contact their recruiter, supervisor, or Corporate Management for additional information.

Lactation Accommodations

The Company will provide reasonable lactation breaks to accommodate nursing employees in Oregon who need to express milk for their child during the workday each time they have need to do so until their child is eighteen (18) months of age. If feasible, employees shall attempt to take lactation breaks at the same time as their normal rest break(s) or meal period(s). However, the Company will provide additional time and/or breaks for lactation if needed. Lactation breaks are unpaid, except to the extent they overlap with a paid break. With supervisor approval, employees may be permitted (but will not be required) to start their shift early or end it later in order to make up the amount of unpaid time used during lactation break(s). When possible, employees should provide reasonable notice to the Company that they intend to express milk upon returning to work after their child's birth; however, failure to provide such notice will not be grounds for disciplinary action. Reasonable lactation breaks are available to both exempt and nonexempt employees.

The Company will make reasonable efforts to provide nursing employees with a private location (other than a public restroom or toilet stall) with an electrical outlet available, within close proximity to their work area to express milk during the workday. The Company will also allow employees to use an onsite refrigerator designated for employee-use (if one is available at the work location) to store the milk, or to bring their own insulated container to do so.

Employees should contact their recruiter, supervisor, or Corporate Management for additional information.

Oregon Meal and Rest Periods

The Company provides meal and rest periods to all "nonexempt" Oregon temporary employees in accordance with Oregon law and as set forth in this policy.

Meal Periods

In accordance with Oregon law, the Company requires nonexempt employees who work at least six (6) hours to take a 30-minute unpaid, uninterrupted meal period. If the work period is at least six (6) hours, but less than seven (7) hours, the meal period must be started after completion of the second hour worked and completed before commencement of the fifth hour worked. If the work period is more than seven (7) hours, the meal period must be started after completion of the third hour worked and completed before commencement of the sixth hour worked. Nonexempt employees will receive a second meal period of thirty (30) minutes if they work fourteen (14) or more hours in a workday, and a third meal period of thirty (30) minutes if they work twenty-two (22) or more hours in a workday.

Employees must take their required meal periods as directed, and must accurately report the meal periods in the Company's timekeeping system. The Company completely relieves nonexempt employees of all work duties and does not exercise control over employees' activities during their meal period for at least thirty (30) continuous minutes. Employees are free to leave the workplace during the meal period. Supervisors are responsible for scheduling meal periods in accordance with this policy and applicable law. **No supervisor may impede or discourage employees from taking the meal periods required by this policy.**

Meal periods taken by nonexempt employees are unpaid. However, in rare instances, exigent circumstances may cause a nonexempt employee to miss their meal period, start it late, end it early, or have some part of it interrupted for the performance of work. If that happens and an employee does not receive at least thirty (30) minutes of continuous, uninterrupted meal period, the Company will pay the employee for the entire legally required 30-minute meal period. If this ever occurs, employees must immediately notify their supervisor (unless they already know because they directed or caused it to occur) and/or Corporate Management so that Company can ensure that the employee is properly paid for that time.

Nonexempt employees must take all required meal periods. Nonexempt employees may not skip, cut short, or work through their meal periods so that they can leave work early. Nonexempt employees may not combine meal periods with another meal or rest period (other than a lactation break as set forth under the Lactation Accommodation policy). Each meal period must be taken in a continuous block of time; nonexempt employees cannot aggregate shorter breaks (i.e., an employee who works an eight-hour shift must take one continuous 30-minute meal period, and cannot instead take two 15-minute meal periods).

The Company takes its legal obligation to provide adequate meal periods seriously. Accordingly, failure to comply with this meal period policy (for example, failure or refusal to take all required meal periods in full) may result in disciplinary action, up to and including termination.

Rest Periods

In accordance with Oregon law, the Company requires all nonexempt Oregon employees to take a 10-minute paid rest period for every segment of working time that is more than two (2) hours and less than or equal to four (4) hours. (For example, an employee who works two four-hour periods in one day is entitled to two paid 10-minute rest periods, one during each four-hour period). A nonexempt employee who works longer than ten (10) hours must take a third rest period; one who works longer than fourteen (14) hours must take a fourth rest period; one who works longer than eighteen (18) hours must take a fifth rest period; and one who works longer than twenty-two (22) hours must take a sixth rest period. Employees should take their rest periods in the middle of each four-hour work period to the extent practical to do so.

Rest periods are paid and counted as hours worked. Therefore, nonexempt employees are not required to record rest periods in the Company's timekeeping system. Supervisors are responsible for scheduling rest periods in

accordance with this policy and applicable law. **No supervisor may impede or discourage employees from taking the rest periods required by this policy.**

Nonexempt employees must take all required rest periods. Nonexempt employees may not skip, cut short, or work through their rest periods so that they can leave work early. Nonexempt employees also may not combine rest periods with another rest or meal period (other than a lactation break as set forth under the Lactation Accommodation policy). As with meal periods, the Company takes its legal obligation to provide adequate rest periods seriously and failure to comply with this rest period policy (for example, failure or refusal to take scheduled rest periods in full) may result in disciplinary action, up to and including termination.

Reporting Violations

Any nonexempt employee who believes they have not received a legally required meal or rest period, that a legally required meal or rest period was interrupted or cut short, or that a supervisor attempted to deny, cut short, or interrupt a required meal or rest period, **must** report the situation to their recruiter or supervisor and/or Corporate Management. However, an employee is not required to report a missed, short, or interrupted meal period to Corporate Management **if**: (a) the situation occurred no more than twice and was caused in each case by exigent circumstances (e.g., a coworker had to leave to attend to an emergency, leaving the office short-staffed and requiring another employee to work through all or part of meal period); (b) the employee is certain that they received pay for at least a full 30-minute meal period; **and** (c) the employee received a break during which they had sufficient time to consume a meal at some point later in the shift.

Also, if any nonexempt employee has reported to a supervisor that they performed work during or received less than a full 30-minute uninterrupted meal period, and suspects that their time was not adjusted accordingly to ensure that they were paid for a full 30-minute meal period, they **must** promptly report that information to Corporate Management. Upon receiving any such report, the Company will ensure that the employee is appropriately paid for any legally required meal period that is missed, shortened, or interrupted, as required by law.

The Company will undertake a prompt and thorough investigation in response to any report of a possible meal or rest period violation (or any other wage and hour violation or pay error), and will take appropriate corrective action against the offending party if it finds that a violation of this policy has occurred. **No negative action will be taken against any employee for making a complaint or report under this policy** as long as the employee sincerely believes, suspects, or is concerned that a violation of this policy has occurred or might have occurred. (In other words, whether the employee is correct or incorrect does not matter; an employee will face disciplinary action for making a complaint **only if** they intentionally fabricate a violation to try to get another employee in trouble or recklessly accuse another employee of having violated this policy, without any sincere belief or suspicion that a violation really occurred.) Moreover, the Company strictly prohibits retaliation against any employee for reporting suspected meal or rest period violations (or any other wage and hour violation or pay error). If any employee believes that their supervisor or manager or any other employee has treated them or any coworker negatively because they made a complaint under this policy or reported an actual or suspected violation of this policy, they **must** promptly notify Corporate Management. Again, the Company will undertake a prompt, thorough investigation of the complaint and will take appropriate corrective action if it finds that retaliation has occurred.

Overtime and Maximum Hours for Oregon Manufacturing Employees

In addition to the Company's generally applicable hours of work and overtime policies, the following overtime and maximum hours provisions apply to Oregon employees.

The Company will pay nonexempt employees for their overtime hours at the rate of one and one-half times their regular hourly pay rate as follows:

- Nonexempt employees who are not subject to Oregon's Daily Overtime and Maximum Hours Requirements for Manufacturing Establishments will receive one and one-half times their regularly hourly pay rate for all hours worked in excess of forty (40) hours in any workweek. These employees include:

- Managers and supervisors (including persons temporarily acting in such capacity in the absence of the named employees);
- Human Resources and administrative employees;
- Security or firewatch guards;
- Boiler operators;
- Maintenance employees (including maintenance to buildings, equipment, and machinery);
- Employees engaged in emergency work in which life or property is in imminent danger (which does not include situations in which the normal production process is interrupted by a breakdown of machinery or unexpected absences of employees or unexpected increases in workload);
- Employees who are engaged regularly in the transportation of employees to and from work;
- Employees who are party to a collective bargaining agreement that is in effect at the employee's work site, contains a provision which limits the employee's hours of work, and contains a provision for the payment of overtime (including certain situations in which a collective bargaining agreement was not renewed, extended, or in force, as set forth in OAR 839-001-0125(4)-(5));
- Other employees not engaged in the direct processing of goods in the usual course of the employee's duties; and
- Other employees exempt from Oregon's Daily Overtime and Maximum Hours Requirements listed in OAR 839-001-0125(1).

- All other nonexempt employees not listed above who are subject to Oregon's Daily Overtime and Maximum Hours Requirements for Manufacturing Establishments and will receive one and one-half times their regular hourly pay rate for the greater of: (1) all hours worked in excess of ten (10) hours in any workday; or (2) all hours worked in excess of forty (40) hours in any workweek.

In addition, except as otherwise expressly provided by applicable law, regulation, or administrative or executive order, employees who are subject to Oregon's Daily Overtime and Maximum Hours Requirements for Manufacturing Establishments will not be required or permitted to work:

- More than thirteen (13) hours in any twenty-four (24) hour period;

- More than fifty-five (55) hours in any workweek, unless the employee requests or consents in writing to working up to sixty (60) hours in a workweek; or

- Without receiving at least ten (10) hours of rest between the end of one shift and start of the next shift if the previous shift totaled eight (8) or more hours (unless additional hours are required because of disruptions in operations caused by a power outage, major equipment breakdown, severe weather, or similar emergency outside the Company's control).

If an employee performs some work that is covered by Oregon's Daily Overtime and Maximum Hours Requirements for Manufacturing Establishments and some that is not, or is unsure whether or not their position is subject to Oregon's Daily Overtime or Maximum Hours Requirements, they should contact their recruiter or supervisor or Corporate Management to confirm which type of overtime pay applies to the position and/or type(s) of work they perform.

As set forth in the Company's generally applicable overtime policies, all overtime must be authorized in advance by a supervisor or manager. Unauthorized overtime will be paid, but may result in disciplinary action. Paid holidays not worked and other paid time off will not be considered as hours worked in the calculation of overtime. Any other leave of absence will not be considered hours worked for purposes of overtime calculations.

Any employees who believe that they have been asked or required to work excessive hours or overtime in violation of Oregon law, or have not been paid correctly for overtime hours, are required to promptly notify their recruiter or supervisor or Corporate Management and will not be subject to retaliation for making a good faith report of the same.

Smoke-Free Workplace

Oregon law prohibits smoking in all enclosed work areas and areas open to the public. Accordingly, the Company strictly prohibits smoking in the workplace and in any area that is within 10 feet of an enclosed work area, including entrances, exits, windows that open and ventilation intakes of buildings. Employees are directed to report all violations of this smoke-free policy to their supervisor. No employee will be disciplined or retaliated against for reporting smoking that violates Oregon law or company policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Oregon Supplemental Alcohol and Drug Policy

The legal status of controlled substances, including marijuana (and any other drugs legalized or decriminalized under state law), shall be determined by federal, rather than Oregon law. The Company remains a drug and alcohol free workplace and will continue to enforce its drug testing and drug free workplace policies. At this time, Oregon law does not require accommodation of an applicant or employee's use, possession, or distribution of medical or recreational marijuana (or any other drugs legalized or decriminalized under state law), and no exceptions to the Company's drug-free workplace policy will be made for the use, possession, or distribution or medical or recreational marijuana (or any other drugs legalized or decriminalized under state law) by Oregon employees. The Company will not tolerate employees who report to work under the influence of marijuana (or any other drugs legalized or decriminalized under state law) under any circumstances.

Paid Leave Oregon (Paid Family Medical Leave) Policy

Starting in September 2023, the state's Paid Leave Oregon program will serve most employees in Oregon by providing paid leave for the birth or adoption of a child, their own or a loved one's serious illness or if they experience sexual assault, domestic violence, harassment, or stalking.

Employee Contributions

Starting on January 1, 2023, all Oregon employees contribute to the Paid Leave Oregon program through payroll tax withholdings. Contributions are calculated as a percentage of the employee's wages; the contribution amount for 2023 is 1%. As the employer, the Company will deduct the employee portion of the contribution amount from employees' paychecks; the employee portion is 60% (of the 1% contribution amount). Some employers, including the Company, also make contributions to the program for the remaining 40% of the contribution amount.

Eligibility for Benefits

Beginning September 1, 2023, employees in Oregon who have earned at least $1,000 in the prior year may qualify for paid family, medical or safe leave ("Paid Leave") in a benefit year under the Paid Leave Oregon program.

Benefits

Beginning September 1, 2023, eligible employees may take up to twelve (12) weeks of Paid Leave in a 12-month period ("Benefit Year"). In addition, eligible employees may take up to two (2) additional weeks of Paid Leave for limitations related to pregnancy, childbirth, or a related medical condition (including, but not limited to, lactation), for a total of up to fourteen (14) weeks per Benefit Year.

The state has defined the Benefit Year as the 52-week period beginning on the Sunday immediately before the employee commences Paid Leave. However, the Benefit Year will be 53 weeks if a 52-week Benefit Year would result in overlap of any quarter of the base year of a previously filed valid Paid Leave Claim. Employees may have only one valid Benefit Year at a time

While on leave, Paid Leave Oregon (i.e. the state, not the Company) pays employees a percentage of their wages. Benefit amounts depend on the employee's "average weekly wage" in the prior year.

Reasons for Use of Paid Leave

Eligible employees may use Paid Leave for the following reasons:

- **Family Leave**: To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or to care for a family member with a serious health condition.
- **Medical Leave**: For an employee's own serious health condition (as defined in ORS 659A.150, and OAR 471-070-1000(13)).
- **Safe Leave**: For reasons described in ORS 659A.272, including 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 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.

Eligible employees may use Paid Leave in consecutive or intermittent periods, in workday or workweek increments, as approved by the state.

An employee may not exceed twelve (12) weeks of Paid Leave per child for the family leave purpose of caring for and bonding with the child during the first year after the birth or initial placement of the child regardless if a new Benefit Year starts during the first year following birth or initial placement.

For purposes of Paid Leave, "family member" means the employee's spouse, domestic partner, child, spouse or domestic partner's child, parent, spouse or domestic partner's parent, sibling or stepsibling, spouse or domestic partner's sibling or stepsibling, grandparent, spouse or domestic partner's grandparent, grandchild, spouse or domestic partner's grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. A "child" includes a biological, adopted, step, or foster child, a person who is or was a legal ward of the individual, or a person who is or was in an in loco parentis relationship with the individual. A "parent" includes a biological, adoptive, step, or foster parent, a person who was the individual's foster parent when they were a minor, a person designated as the individual's legal guardian at the time they were a minor or required a legal guardian, a person with whom the individual was or is in a in loco parentis relationship.

Employee Notice Requirement

If an employee's leave is foreseeable, the employee is required to give notice to the Company at least thirty (30) days before starting Paid Leave, including an explanation of the need for leave.

If an employee's leave is not foreseeable (for example, due to an unexpected serious health condition of the employee or family member, premature birth or unexpected placement, or safe leave), the employee must give oral notice to the Company within twenty-four (24) hours of the commencement of the leave and must provide the written notice within three (3) days after the commencement of leave. Oral notice may be provided by any other

person on behalf of the employee. The written notice may be provided by the employee's emergency contact person or another person designated by the employee as reflected in the Company's records.

An eligible employee who takes Paid Leave for safe leave reasons must provide reasonable advance notice of the intention to take such leave, unless giving advance notice is not feasible.

Employee notice of Paid Leave must include the type of leave requested (i.e. family, medical, safe), anticipated leave dates, and whether leave will be taken consecutively or intermittently.

If an employee does not give the required notice to the Company, the state may reduce the employee's first weekly Paid Leave benefit by 25%.

While on Paid Leave, employees must notify the Company of any changes to the employee's leave status in accordance with the Company's established leave policies.

Benefit Application Process

Beginning in September 2023, eligible employees can apply for leave with Paid Leave Oregon online at paidleave.oregon.gov or request a paper application from the department. Employees may be required to provide verification documentation to the state in support of their application for Paid Leave benefits. If an employee's application is denied, they can appeal the decision with the Oregon Employment Department.

Job Protection

Employees' jobs are protected while they take Paid Leave under this program if they have worked for the Company for at least ninety (90) consecutive calendar days. The Company will return such employees to the same position (or an available equivalent position if the same position no longer exists), unless the employee would have been terminated or reassigned even if Paid Leave had not been taken.

If an eligible employee on Paid Leave notifies the Company that they are ready to return to work earlier than anticipated and a replacement worker is filling the employee's position, the Company will give the employee the opportunity to work any hours that the replacement worker would otherwise have been scheduled to work beginning on the second business day following the date the employee notified the Company they were ready to end their leave and return to work.

If an employee gives clear notice of intent to not return to work from Paid Leave, except as required by other state or federal law, the Company's obligations to restore the employee's position and maintain any healthcare benefits cease on the date of the notice is given to the Company.

Employees who are on or have taken Paid Leave remain subject to layoff on the same terms and conditions as other similarly situated employees who have not taken Paid Leave.

While on leave employees will not lose any employment benefits, including seniority or pension rights, accrued before the date on which the leave commenced (unless such benefits have been eliminated or changed for all similarly situated employees). However, unless required by an applicable collective bargaining agreement or separate employment policy, employees on Paid Leave do not continue to accrue employment benefits while on leave.

Nothing in the Paid Leave Oregon law or regulations or this policy requires the Company to retain a temporary worker who was hired or reassigned to replace an eligible employee taking Paid Leave after the eligible employee has returned to work.

Health Benefits Continuation

The Company will continue the employee's same health benefits as if they had continued working. The Company may require that the employee pay only the same share of premium costs during the leave that the employee would have been required to pay if not on leave.

If an employee cannot or will not pay their share of the premium costs, the Company may elect to discontinue healthcare benefit coverage, unless doing so would render the Company unable to restore the employee to full benefit coverage once the employee returns to work. If coverage lapses because the employee has not made required premium payments, upon the employee's return from Paid Leave the Company will restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payment(s) had not been missed, including family or dependent coverage. In such case, the employee may not be required to meet any qualification requirements imposed by the plan, including being subject to any new preexisting condition waiting period, to wait for an open season, or to pass a medical examination to obtain reinstatement of coverage.

If the Company pays (directly or indirectly, voluntarily or as required by state or federal statute) any part of the employee's share of health or other insurance premium while an employee is on Paid Leave, the Company may, with the employee's permission, deduct from their pay the employee's share of health or other insurance premiums paid by the employer until the amount is repaid (up to ten (10%) percent of the employee's gross pay each pay period after the employee returns to work until the amount is repaid). If an employee fails to return to work—unless the failure to return to work is because of a serious health condition or safe leave for which the employee would be entitled to Paid Leave or another circumstance beyond the employee's control—the Company may recover the employee's share of the health insurance premiums paid by the Company. The Company may use any legal means to collect the amount owed for the employee's share of health insurance premiums paid by the employer, including deducting the amount from the employee's final paycheck.

Coordination with Other Leave

Employees are not required to use or exhaust other forms of paid time off (such as sick leave, PTO, or other paid leave benefits) before using Paid Leave benefits under this Paid Leave Plan. Employees may not use other PTO while also receiving Paid Leave.

If an employee uses Paid Leave for a reason that is also covered by the Oregon Family Leave Act ("OFLA") and/or federal Family Medical Leave Act ("FMLA"), the Paid Leave and OFLA/FMLA leave will run concurrently and will count against the employee's Paid Leave and OFLA/FMLA entitlements. Employees may be required to provide additional verification documentation for OFLA/FMLA.

An employee who uses any amount of paid family, medical, or safe leave under the state Paid Leave Oregon plan may take a combined total of sixteen (16) weeks (or eighteen (18) weeks if the employee is eligible for two additional weeks of paid leave for pregnancy- or childbirth-related reasons) of paid and unpaid leave in the Benefit Year, in any combination of the Paid Leave available under the state plan (not to exceed twelve (12) weeks, or fourteen (14) weeks if the employee is eligible for two (2) additional weeks of paid leave for pregnancy- or childbirth-related reasons) and unpaid OFLA leave. Such leave may be taken for any purpose for which leave is allowed under the respective leave laws.

Employees may not receive Paid Leave Oregon benefits during any week in which they are eligible to receive workers' compensation or unemployment benefits under ORS Chapter 656 or 657.

Noninterference with Employee Rights

The Company will not interfere with an employee's rights under or prevent employees from taking leave in accordance with the Paid Leave Oregon laws and regulations. The Company will not impose additional conditions or restrictions on the use of Paid Leave beyond those explicitly authorized by ORS chapter 657B and applicable administrative rules.

It is unlawful for the Company to discriminate or retaliate against an employee because they asked about or claimed Paid Leave Oregon benefits. If an employee believes that the Company is not following the law, they should immediately notify their supervisor or Corporate Management. In addition, employees have the right to bring a civil suit in court or to file a complaint with the Oregon Bureau of Labor & Industries (BOLI). Employees can file a complaint with BOLI online, via phone or email: Web: www.oregon.gov/boli Call: 971-245-3844 Email: help@boli.oregon.gov.

Oregon Family Leave Act (OFLA)

Provided the Company has at least twenty-five (25) employees in Oregon, the Company provides eligible Oregon employees with job-protected family and medical leave in accordance with the OFLA ("OFLA Leave").

OFLA Eligibility

Oregon employees who have been employed by the Company for at least 180 days are eligible for Parental Leave under OFLA. To be eligible for all other types of OFLA Leave, an employee must have been employed by the Company for at least 180 days and worked an average of twenty-five (25) hours per week during the 180 days before the leave begins.

Eligibility after Separation and Reemployment or Temporary Cessation of Work

Effective January 1, 2022, Oregon employees reemployed by the Company after a separation from employment, or returning to work at the Company after a temporary cessation of scheduled work hours, within 180 days will be eligible for OFLA Leave as follows:

- Employees reemployed or returning within 180 days who were eligible for OFLA Leave (based on regular eligibility criteria above) at the time of their separation or the beginning of their temporary cessation of work, will be eligible to take OFLA Leave immediately upon their reemployment or return to work.
- Employees reemployed or returning within 180 days who were not eligible for OFLA Leave (based on regular eligibility criteria above) at the time of their separation or the beginning of their temporary cessation of work, will receive credit for the amount of time that they worked for the Company prior to the break in service for purposes of OFLA eligibility.

Any OFLA Leave taken by the reemployed/returning employee within any one-year period will continue to count towards the employee's OFLA Leave entitlement.

Employees reemployed or returning to work after a separation or temporary cessation of scheduled hours for more than 180 days must reestablish eligibility for OFLA Leave and will not receive credit for prior service.

Eligibility during Periods of Public Emergency

Effective January 1, 2022, during a period covered by a public health emergency, all Oregon employees are eligible for OFLA Leave if the Company has employed them for at least thirty (30) days immediately before the leave begins and they have worked an average of at least twenty-five (25) hours per week during the thirty (30) days immediately before the leave begins. For purposes of this policy, "public health emergency" means a public health emergency declared under ORS 433.441, or an emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Usage of OFLA Leave

OFLA leave can be used for any of the following reasons:

- To care for an infant or a newly adopted child under the age of 18, a newly placed foster child under 18, or an adopted or foster child over 18 if the child is substantially limited by a physical or mental impairment

("Parental Leave"). (OFLA Leave taken for these purposes must be completed within twelve (12) months after the birth or placement);

- To care for a family member with a serious health condition;

- The employee's own serious health condition, including pregnancy-related conditions (OFLA Leave will not apply if the employee is unable to work due to a compensable injury covered under the Oregon workers' compensation law, unless the employee refuses a suitable offer of light duty or modified employment);

- To care for a child with an illness, injury, or condition that is not a serious health condition, but that requires home care, or whose school or child care provider has been closed in conjunction with a statewide public health emergency declared by a public health official ("Sick Child Leave"). (Sick Child Leave under OFLA may not be used for a child's routine medical or dental appointments or when another family member is available to care for the child); and

- To make funeral arrangements, attend the funeral, or grieve a family member who has passed away. (OFLA Leave taken for this purpose must be taken within 60 days of the date on which an employee receives notice of the death, and is limited to two (2) weeks per death, but still counts toward the employee's total OFLA Leave usage).

For purposes of OFLA Leave, "family member" is an employee's spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an *in loco parentis* relationship. For purposes of Parental Leave or Sick Child Leave taken under OFLA, "child" includes a biological, adopted, foster or stepchild, the child of an employee's same-gender domestic partner or a child with whom an employee is or was in a relationship of *in loco parentis*. Additionally, for purposes of Parental Leave or Sick Child Leave taken under OFLA, the child must be under the age of 18 or substantially limited by a physical or mental impairment.

For purposes of Sick Child Leave during a statewide public health emergency declared by a public health official, "Child Care Provider" means a place of care or person who cares for a child. A person who cares for a child includes, but is not limited to: individuals paid to provide child care (for example, nannies, au pairs, and babysitters), or individuals who provide child care at no cost and without a license on a regular basis (for example, grandparents, aunts, uncles, or neighbors). A "place of care" is a physical location in which care is provided for a child, including, but not limited to: day care facilities, preschools, before and after school care programs, schools, homes, summer camps, summer enrichment programs, and respite care programs. The physical location does not have to be solely dedicated to such care. "Closure" for the purpose of this type of Sick Child Leave means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider.

When two or more family members are employed by the Company and are eligible for OFLA Leave, they may not take concurrent OFLA leave unless: one employee needs to care for another employee who is a family member and who is suffering from a serious health condition; one employee needs to care for a child who has a serious health condition while another employee who is a family member is also suffering from a serious health condition; or the employees are taking OFLA Leave related to the death of a family member.

Under the Family Fairness Act, any benefit granted under law to a married person or to a person with in-law status is granted on equivalent terms to an individual in a domestic partnership or to a person related by law on the basis of domestic partnership.

Amount of OFLA Leave

Generally, eligible employees may take up to a total of twelve (12) weeks of OFLA Leave during the OFLA Leave Year. The Company has designated the "rolling backward" method to determine the "OFLA Leave Year" for its employees. This means that the 12-month leave year is measured backward twelve (12) months from the date an

employee's most recent OFLA leave begins. An employee is entitled to use any balance (or number of hours) of the 12-workweek OFLA leave period that they have not already used during the preceding twelve (12) months.

However, additional OFLA Leave is available under the following circumstances:

- In addition to the twelve (12) weeks of OFLA Leave that may be taken for any OFLA-qualifying reason set forth above, female employees may take an additional twelve (12) weeks of under OFLA for pregnancy- or childbirth-related illnesses, injuries, or conditions that disable them from performing any available job duties offered by Company ("Pregnancy Disability Leave");

- Parents who have taken the full twelve (12) weeks of OFLA Leave as Parental Leave may use up to an additional twelve (12) weeks of Sick Child Leave under OFLA. If such employee uses less than twelve (12) weeks of Parental Leave, however, no additional Sick Child Leave is available except that the balance of the twelve (12) weeks of OFLA Leave may be used for Sick Child Leave or for any other OFLA-qualifying purpose; and

- Based on the above, eligible employees could potentially take up to a maximum of twenty-four (24) weeks of OFLA Leave in a single OFLA Leave Year if they take a full twelve (12) weeks of Parental Leave, followed by up to twelve (12) weeks of Sick Child Leave. Eligible female employees could potentially take up to a maximum of thirty-six (36) weeks of OFLA Leave in a single OFLA Leave Year if they use up to twelve (12) weeks of Pregnancy Disability Leave, and the full (12) weeks of Parental Leave followed by up to twelve (12) weeks of Sick Child Leave.

Notification and Invocation of OFLA

Whenever possible, an employee should request OFLA leave by submitting a leave request in writing to their recruiter or supervisor, or Corporate Management. OFLA leave will be provisionally invoked when the Company receives the leave request. The employee will then be required to provide completed medical certification for OFLA leave to be approved on a non-provisional basis, if the leave is to be taken based on a serious health condition of the employee or their family member. Copies of all necessary forms are available from their recruiter or supervisor, or Corporate Management.

If the need for OFLA leave is foreseeable due to a planned medical treatment, an employee must make a reasonable effort, in consultation with their supervisor, to schedule the leave so as to cause minimal disruption to the Company's operations. Whenever possible, the employee should give notice of the need to take leave at least thirty (30) days in advance of the first date that they will miss work. If thirty (30) days of advance notice is not possible, the employee must provide notice as soon as practicable, ordinarily within two (2) business days after the employee becomes aware that they will need to take leave. When an emergency situation precludes an employee from giving any advance notice, the employee should give oral notice to the employee's recruiter, supervisor, or Corporate Management within twenty-four (24) hours after starting the unforeseen leave, and must provide written notice within three (3) days after returning to work. The employee may designate a personal representative to act on their behalf, if necessary.

The notice need not provide a specific medical diagnosis, but must provide sufficient information for the Company to determine whether the leave qualifies for OFLA and, if so, what type of OFLA Leave. If an employee fails to provide the required notice, OFLA coverage may be delayed or the leave may not be considered protected under OFLA, and employees may be subject to disciplinary action, up to and including termination, under the Company's normal attendance policies. In such case, the Company may also reduce the total period of unused leave available to the employee to the extent allowed under the OFLA and/or FMLA regulations.

Once an employee has begun leave, they are expected to follow the guidelines established by their supervisor and the Company with respect to checking in during leave to update on their status.

At any time, given sufficient information, the Company can invoke OFLA and designate missed work time as OFLA leave. The Company will give notice to the employee when OFLA leave is invoked, specifying the reasons for the

action. The employee will be given the opportunity to provide an explanation and information that may reverse the Company's decision to invoke OFLA leave.

Certification Requirements for OFLA

For any OFLA leave requested or taken for a serious health condition of the employee or the employee's family member, the Company requires medical certification to be able to determine if leave qualifies under OFLA, properly designate qualifying leave, and notify the employee of the leave designation. If the need for leave is foreseeable more than fifteen (15) days in advance of the date the leave is scheduled to begin, the Company generally requires that a completed medical certification be returned to the Company in advance of the leave. If the need for the leave is not foreseeable in advance, the medical certification form generally is due within fifteen (15) days after the Company's request for certification. However, if circumstances do not permit the employee to return the completed form within this timeframe, the employee may request an extension from Corporate Management. If an employee fails to provide timely certification after being required to do so, OFLA Leave protection may be delayed or denied until the certification form is submitted. Absences counted against an employee as a result of failure to timely provide requested certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, OFLA Leave will be denied and the absences will be unprotected. If a Healthcare Provider Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

The Company will not request medical recertification more often than every thirty (30) days, and will do so only when: (1) circumstances described by the previous medical verification have changed significantly (e.g., the duration or frequency of absences, the severity of conditions, or complications); or (2) the Company receives information that casts doubt upon the employee's stated reason for the absence. In these situations, employees will have fifteen (15) days in which to provide a completed Recertification form.

In some circumstances, the Company may request a second opinion regarding employee's serious health condition and need for OFLA Leave. If the original certification (or recertification) and the second opinion differ, a third opinion may be required. The opinion of the third healthcare provider, which the Company and the employee jointly select, will be the final and binding decision. The Company will pay for the costs of any requested second or third opinion.

The Company will not request medical verification for Sick Child OFLA Leave until the fourth use of sick child leave in the OFLA Leave Year (and, if the absence is also covered by sick/safe time, not until after the third consecutive day), but may do so beginning with the fourth incident, day, or occurrence and every subsequent occasion thereafter during the OFLA Leave Year. When requested, a note from a health care provider serves as sufficient medical certification for Sick Child Leave to care for a child with a non-serious health condition that requires home care. Employees will not be required to provide medical verification for Sick Child Leave due to the closure of the child's school or child care provider in conjunction with a statewide public health emergency declared by a public health official; however, the Company may require verification of the need for such leave, which may include: (a) the name of the child being cared for; (b) the name of the school or child care provider that has closed or become unavailable; (c) a statement from the employee that no other family member of the child is willing and able to care for the child; and (d) for the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

An employee's notice or certification/verification need not (and should not) provide a specific medical diagnosis, but must provide sufficient information for the Company to determine whether the leave qualifies for OFLA and, if so, what type of OFLA Leave. The Company will maintain any certification or information an employee provides in relation to an OFLA Leave as confidential to the extent possible.

Employees on OFLA Leave must periodically inform their recruiter, supervisor, or Corporate Management of their status and intent to return to work and estimated return date following OFLA Leave.

Continuous vs. Intermittent Use of OFLA Leave

OFLA leave may be taken on a continuous basis or, if medically necessary, on an intermittent basis. Continuous leave occurs when the employee is required to be off from work for a continuous block of time, without a break in leave. Intermittent leave occurs when the employee takes leave in blocks of time, or the employee reduces their normal weekly or daily work schedule.

OFLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because of the employee's own serious health condition. However, if OFLA leave is for birth of a child, or placement for adoption or foster care of a child, whether to allow intermittent leave in lieu of continuous leave is at the discretion of the Company. When intermittent leave is needed to care for an immediate family member, the employee's own illness, or is for planned medical treatment, the employee should try to schedule treatment so as not to unduly disrupt the operations of the Company, whenever possible. In all cases of intermittent leave, an employee is expected to perform the requirements of the position and the full job responsibilities while at work. If modifications to the job duties are requested, the employee or their recruiter or supervisor must contact Corporate Management before any action is taken.

Coordination with Other Leaves and Use of Paid Benefits during OFLA

When OFLA Leave is also covered under the federal FMLA, it shall count toward both the employee's federal FMLA entitlement and their OFLA Leave entitlement.

An employee must use accrued and unused PSST or other paid time off during an OFLA-qualifying event. The use of PSST or other paid time off does not increase, in whole or in part, the amount of OFLA leave available to an employee. Rather, all OFLA leave runs concurrently with the use of PSST or other paid time off. For example, if a full-time (40-hour-per-week) employee takes an OFLA leave of four weeks and has forty (40) hours of accrued and unused PSST or other paid time off available at the beginning of their leave, the Company will pay out to the employee forty (40) hours of PSST or other paid time off during the first week of their OFLA leave.

When an employee uses Paid Leave Oregon benefits for an absence that is also covered by OFLA and/or FMLA, the leave shall run concurrently and count toward both the employee's Paid Leave Oregon and OFLA and/or FMLA entitlements. In accordance with Oregon law, to the extent OFLA and Paid Leave Oregon are not exhausted concurrently, combined paid and unpaid leave will be limited to a maximum of sixteen (16) weeks per benefit year, or eighteen (18) weeks if the employee qualifies for leave related to pregnancy or childbirth.

Holidays and Company closures during a continuous OFLA Lave count toward OFLA leave hours taken, if the employee was scheduled to be on leave during the full workweek in which the holiday or closure falls. However, holidays or closures occurring during an intermittent OFLA Leave will not court towards OFLA leave usage.

A workers' compensation injury, however, is not considered an OFLA-qualifying event, and leave taken because of an on-the-job disabling injury will not reduce the amount of OFLA time that the employee may take in the leave year, unless the employee refuses a genuine offer for light-duty or modified work, in which case OFLA leave automatically begins upon refusal.

If the employee has short- and/or long-term disability coverage, the employee is encouraged to contact their recruiter, supervisor, or Corporate Management to discuss coordination of benefits.

Release to Return to Work

A Release to Return to Work (or "Fitness-for-Duty Certification") may be required from an employee before they can return to work. The Company may require a Fitness-for-Duty Certification when:

- It gave the employee advance notice that medical verification of ability to return to work safely would be a condition of reinstatement; and

- The employee took OFLA for their own serious health condition.

A fitness-for-duty certification will not be required upon an employee's return to work from intermittent leave or return to their regular work schedule a reduced-hour leave, unless it has been more than thirty (30) days since the employee last returned to work or to a full schedule and last provided a fitness-for-duty certification. The Company will pay for the any costs of the Fitness-for-Duty Certification that are not covered by insurance.

Reinstatement to Position/Failure to Return

Upon returning from OFLA leave, an employee is generally entitled to reinstatement to the position they held when their leave began. However, the Company's obligation under OFLA to restore the employee to the same position ceases when:

- The employment relationship terminates during leave for reasons entirely unrelated to the leave (e.g., the employee is terminated for serious misconduct discovered during their leave);
- The employee informs the Company of their intent not to return to work at the expiration of the leave;
- The employee fails to return to work at the expiration of the leave; or
- The employee continues on leave after exhausting their entitlement for the OFLA Leave Year.

An employee who exceeds their OFLA Leave and remains off work under a non-OFLA leave is not entitled to reinstatement to the same position under OFLA. In such cases, the employee's right to reinstatement will be controlled by non-OFLA leave policies or other applicable laws, such as those relating to workers' compensation.

Once the employee has been reinstated, the Company is not required to continue their employment if they are subject to termination for reasons unrelated to their use of leave. For example, the reinstated employee may be held to the same standards for performance as other employees.

Restricted Access to Medical Information

Medical information relating to OFLA Leave, whether verbal or written, will be kept confidential to the extent possible. Information will be shared outside of Corporate Management only on a need-to-know basis. All documents, including (but not limited to) medical certifications, will be maintained in restricted access files separate from the employee's personnel file. The employee's supervisor will not have any contact with the employee's health care provider regarding the employee's leave or medical condition while the employee is on OFLA-authorized leave, and will only be informed by Corporate Management of the details of the employee's medical condition, limitations, or restrictions to the extent necessary to be able to effectively carry out their supervisory duties.

If the Company questions the adequacy or the completeness of a medical certification provided by an employee's health care provider, a health care provider representing the Company may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. If the employee declines to give the Company permission to inquire, through its health care provider, with the employee's health care provider, the employee's absence may not qualify as OFLA leave, and the employee's absences may subject the employee to discipline under the Company's standard attendance policies.

Non-Interference and Non-Retaliation

The Company will not interfere with any employee's OFLA rights and will not retaliate against any employee because they have asked about or taken OFLA Leave, opposed any practice made unlawful by OFLA, or are involved in any proceeding under or related to OFLA. Employees who have any questions, or would like any additional information regarding their eligibility or rights under OFLA, should contact Corporate Management.

Oregon Military Family Leave Act (OMFLA)

Provided the Company has at least twenty-five (25) employees in Oregon, the Company provides eligible Oregon employees with military family leave in accordance with the Oregon Military Family Leave Act ("OMFLA").

During a period of military conflict, if an employee works an average of twenty (20) or more hours per week and has a spouse or domestic partner who is a member of the U.S. Armed Forces, National Guard, or Reserves, the employee may be eligible to take up to fourteen (14) unpaid days off per deployment after the military spouse or domestic partner has been notified of an impending call or order to active duty and before the deployment starts, or when the military spouse or domestic partner is on leave from deployment ("OMFLA Leave").

To be entitled to OMFLA Leave under this section, the employee must provide: (a) notice of intent to take leave within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or, when five (5) days of advance notice is not feasible, as soon as practicable; and (b) written documentation certifying that the spouse or domestic partner has been ordered to active duty or will be on leave from deployment during the period of the employee's requested time off from work.

Upon receipt of such notice and documentation, the Company will work with the employee to determine mutually agreeable dates for the employee to take leave to spend time with a military spouse or domestic partner. OMLFA Leave is unpaid, but an employee may elect to use accrued paid leave, if any. Although an employee need not be eligible for OFLA or FMLA in order to take OMFLA Leave, if an employee who qualifies for leave under this section also qualifies for OFLA Leave and/or the Qualifying Exigency entitlements of FMLA, the Company will run the applicable leaves concurrently.

Veterans Day Leave

The Company will allow an Oregon employee unpaid time off to observe Veterans Day, if the employee is otherwise scheduled to work and is a veteran of the Armed Forces of the United States, as defined under Oregon law. An employee must provide the Company with at least twenty-one (21) calendar days of advance notice of intent to take time off under this section, and the Company may require that the employee submit documents confirming the employee's veteran status.

Failure to provide the required notice and/or documentation may result in denial of the leave. The Company also may deny a leave request under this section if it determines that such leave would cause significant economic or operational disruption or undue hardship. If the Company denies a qualifying employee's request for time off under this section, the Company will allow that employee to choose, with the Company's approval, a single day off, within the year following Veterans Day, on which to honor the employee's service.

Leave for Uniformed Service/Organized Militia Service

The Company will provide unpaid leave to perform active state service (including required service training) to eligible Oregon employees who are members of the uniformed service (including the Armed Forces of the United States, the Army National Guard, the Air National Guard, the commissioned corps of the United States Public Health Service, any other category of persons designated by the President of the United States in time of war or national emergency, the Oregon National Guard or Oregon State Defense Force, and/or any state's organized militia). This leave is unpaid; however, an employee may elect to use any available paid time off during any leave period approved under this section.

Leave for Volunteer Firefighters and Search and Rescue

To the extent required by law, the Company may provide leave to qualifying Oregon employees who are volunteer firefighters, members of rural fire protection districts, firefighters employed to perform services under the

Emergency Conflagration Act, and search and rescue volunteers. The leave is unpaid; however, an employee will be required to use available paid time off during any leave period approved under this section.

Leave and Accommodations for Victims of Domestic Violence, Sexual Assault, Harassment, or Stalking

The Company will provide reasonable leave and/or safety accommodations at work to an eligible Oregon employee who is a victim, or the parent or legal guardian of a minor child or dependent who is a victim, of domestic violence, harassment, sexual assault, or stalking. Such employees are eligible for these protections, regardless of how long they have been employed, how many hours they work, or whether they are eligible for any other type of leave.

Reasonable safety accommodations available to eligible employees could include things such as: transfer, reassignment, modified schedule, unpaid leave, changed work telephone number, changed work station, installed lock, change in office policy, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened of domestic violence, sexual assault, or stalking, provided that such accommodation would not pose an undue hardship to the Company.

Additionally, an eligible employee may take reasonable leave from employment for any of the following reasons:

- 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;

- To seek medical treatment for or to recover from injuries caused by domestic violence or harassment or sexual assault or stalking of the employee or the employee's minor child or dependent;

- To obtain services from a victim services provider for the employee or the employee's minor child or dependent; or

- To relocate or take steps to secure an existing home to ensure the health and safety of the employee or the employee's minor child or dependent.

To take leave under this section, an employee must give the Company reasonable advance notice, unless advance notice is not feasible, in which case notice must be given as soon as practicable. This leave is unpaid, but an employee may elect to use available accrued paid time off benefits (in the order determined by the Company) for this type of leave. There is no specific limit to the amount of leave an employee may take for this purpose, but the Company may limit the amount of leave taken for this purpose if the leave creates an undue hardship to the Company. The Company reserves the right to limit the amount of leave available under this section if it would create an undue hardship for the Company's business. Leave under this policy can be taken intermittently or pursuant to a reduced-work schedule, as appropriate. If leave under this policy also qualifies as FMLA/OFLA, or other protected leave, the FMLA/OFLA Leave will run concurrently. The Company will not deny eligible employees' requests for reasonable leave or discharge, threaten to discharge, intimidate, or coerce such employees because they inquired about, requested, or took leave for these reasons.

The Company may require an employee requesting a safety accommodation and/or leave under this section to provide certification that: (a) the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and (b) the leave is being taken for one of the qualifying reasons set out above. The employee must provide the requested certification within a reasonable period of time, and the Company may provisionally designate leave as qualifying under this section until sufficient certification is received. If sufficient certification is not provided in response to a request, the Company may treat an absence as unauthorized. Any of the following will constitute sufficient certification:

- A copy of a police report indicating that the employee or the employee's minor child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking;

- A copy of a protective order or other evidence from a court or attorney that the employee appeared in or is preparing for a civil or criminal 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 employee or the employee's minor child or dependent is undergoing treatment or counseling, obtaining services, or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

The Company will maintain the confidentiality of all information provided by the employee, including the fact that the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking, and the fact that the employee has requested or obtained leave under this section.

The Company will not refuse to hire or otherwise discriminate against qualified individuals because they, or their minor child or dependent, are a victim of domestic violence, harassment, sexual assault, or stalking, and will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against any employees with regard to promotion, compensation, or other terms, conditions, or privileges of employment because they, or their minor child or dependent, are a victim of domestic violence, harassment, sexual assault, or stalking, or because they requested a reasonable safety accommodation or leave for these purposes.

Leave for Crime Victims

Provided the Company has at least six (6) employees in Oregon, the Company will provide reasonable leave from work for Oregon employees to attend certain criminal proceedings if they or their immediate family member (spouse, domestic partner, father, mother, sibling, child, stepchild or grandparent) are the victim of a crime constituting a "person felony" under Oregon law that causes them or their family member financial, social, psychological or physical harm. To be eligible for this leave, an employee must have worked an average of more than twenty-five (25) hours per week for at least 180 days immediately before the date of the leave. The employee must provide reasonable notice of intention to take this leave, as well as copies of any notices of scheduled criminal proceedings that they receive from a law enforcement agency. This leave is unpaid, but an employee may elect to use available accrued paid time off benefits (in the order determined by the Company) for this type of leave. The Company will not deny an eligible employee's request for reasonable leave for these purposes, or discharge, threaten to discharge, intimidate, or coerce an employee because of leave taken to attend a criminal proceeding.

Bone Marrow Donor Leave

An Oregon employee who works an average of twenty (20) or more hours per week will be allowed to use up to forty (40) hours of their accrued paid leave to donate bone marrow, unless more time is agreed to by the Company. The Company may require verification from a physician of the purpose and length of leave required by the employee. If a medical determination is made that the employee does not qualify as a bone marrow donor, any paid time off already used by the employee for that purpose prior to that medical determination will not be affected.

Leave for Jury Duty

Oregon employees who are summoned and report for jury duty are eligible for unpaid jury duty leave. However, employees may (but are not required to) elect to use available accrued paid time off benefits (in the order of the employee's choosing) during any unpaid portion of jury duty leave. Employees must submit a copy of the summons or notification to their supervisor or Corporate Management as soon as possible after receipt. If jury duty does not take the entire day, or if there are days off from jury duty, the employee is expected to return to work. In accordance

with Oregon law, the Company will not discharge, threaten to discharge, intimidate, or coerce any employees because they have taken jury duty leave.

Witness Duty/Juvenile Court Appearance Leave

Oregon employees who are subpoenaed as a witness in a civil or criminal proceeding, or who are the legal parent or guardian of a youth appearing in juvenile court and receive a summons to appear at a juvenile court hearing, will be granted a reasonable amount of time off for witness duty. Witness duty leave is unpaid. However, an employee may elect to use available accrued paid time off benefits. An employee must submit a copy of the notification to their supervisor or Corporate Management as soon as possible after receipt. If witness duty does not take the entire day, the employee is expected to return to work. The Company will not discharge, threaten to discharge, intimidate, or coerce any employee because they are summoned to appear as a witness in a civil or criminal proceeding or the legal parent or guardian of a youth appearing in juvenile court and receive a summons to appear at a juvenile court hearing.

WASHINGTON SUPPLEMENTAL POLICIES

These Washington supplemental policies supplement the generally applicable policies contained in the Handbook above ("Washington Supplemental Policies"), and apply only to employees who are employed in Washington. Where these Washington Supplemental Policies and the generally applicable policies set forth above conflict, the Washington Supplemental Policies control with respect to Washington-based employees. Employees with questions about these Washington Supplemental Policies should contact Corporate Management.

The contents of these Washington Supplemental Policies are guidelines only. **Nothing in these Washington Supplemental Policies alters the at-will nature of any employee's employment.** Nothing herein should be read as making any sort of promise or guarantee of continued employment or employment for any minimum duration.

The Company reserves the right to change, correct, supplement, or revoke these Washington Supplemental Policies or any of their terms or provision at any time, with or without advance notice. Although other terms, conditions, and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. No representative of the Company, other than Corporate Management, has the authority to enter into an agreement that specifies a duration of employment or otherwise alters the at-will nature of the employment relationship (e.g., makes employment terminable only with just cause), and only then if such agreement is in writing and signed by one of the aforementioned individuals.

Washington Supplemental Equal Employment Opportunity Policy

In addition to characteristics protected by federal law, Washington law prohibits discrimination against employees based on their race (including hair texture and protective hairstyles), national origin, creed, sex, sexual orientation, gender identity and expression, marital status, age, honorably discharged veteran or military status, HIV/AIDS, disability, on the use of a trained guide dog or service animal, injured worker status, or certain political activities (including failure to contribute to, failure to oppose or support, or in any way supporting or opposing a candidate, ballot proposition, political party, or political committee). In addition, certain local governments have enacted their own fair employment ordinances. For example, the City of Seattle prohibits discrimination on the basis of political ideology or caste. The Company will not tolerate discrimination, harassment, or retaliation based upon these characteristics or any other characteristics protected by applicable federal, state, or local law.

Washington Pregnancy and Lactation Accommodations

Pregnancy Accommodations (Washington Healthy Starts Act)

In accordance with the Washington Healthy Starts Act, the Company will automatically provide the following accommodations to a Washington employee who is pregnant upon request, without need for written certification from a healthcare provider:

- Not having to lift more than 17 pounds;
- Being able to take more frequent, longer, and flexible restroom breaks;
- Being allowed to consume food and drink in areas where they normally are not allowed;
- Being allowed to sit while performing a job that otherwise is performed while standing; and/or
- Being allowed to sit more frequently for a job that normally allows only occasional sitting.

In addition, further pregnancy accommodations may be provided on a case-by-case basis to a pregnant employee with proof that they are medically necessary, unless they present an undue hardship for the Company's operations or would pose a direct threat to the safety of the employee or others. Employees with questions regarding pregnancy

accommodations under the Washington Healthy Starts Act should contact their recruiter or supervisor, or Corporate Management.

Lactation Accommodations

The Company will provide reasonable break time for a Washington employee to express breast milk in the workplace for two (2) years after the child's birth each time the employee has need to express the milk, and will provide a private location, other than a bathroom, if such a location exists at the place of business or worksite, which may be used by the employee to express breast milk. If the business location does not have a space for the employee to express milk, the Company will work with the employee to identify a convenient location and work schedule to accommodate the employee's needs to express breast milk. Lactation breaks are unpaid, except to the extent they overlap with paid rest breaks.

Washington Meal and Rest Periods

The Company provides meal and rest periods to all "nonexempt" Washington employees, in accordance with Washington law and as set forth in this policy.

Meal Periods

In accordance with Washington law, the Company requires nonexempt Washington employees to take a meal period of at least thirty (30) minutes when they work more than five (5) hours in a shift. The meal period must start between the second and fifth hour of the shift.

Nonexempt Washington employees will not be required to work more than five (5) consecutive hours without a meal period. Accordingly, depending on the length of the shift and the timing of the meal period provided, employees may be entitled to additional meal periods. For example, nonexempt employees who work ten (10) or more hours in a workday may take an additional 30-minute meal period, and those who work more than fifteen (15) hours may take a third 30-minute meal period, and so forth for each additional five (5) hours of work. Nonexempt employees who work three (3) or more hours longer than their normally scheduled workday may also take an additional 30-minute meal period prior to or during that extended work period (and no later than the fifth hour since beginning the shift or since the last meal period). Additional meal periods must be taken no later than five (5) hours after the end of the last meal period.

Employees must take their scheduled meal periods as directed and must accurately report the meal periods in the Company's timekeeping system. The Company completely relieves nonexempt employees of all work duties and does not exercise control over employees' activities during their meal period for at least thirty (30) continuous minutes. Employees are free to leave the workplace during the meal period. Supervisors are responsible for scheduling meal periods in accordance with this policy and applicable law. **No supervisor may impede or discourage employees from taking the meal periods, or encourage employees to waive meal periods, required by this policy.**

Meal periods are unpaid. However, unless waived in accordance with state law, employees will be paid for their meal period if any of the following rare or unexpected circumstances occur: (1) they are required or allowed to remain on duty or perform any work tasks during the meal period or return to work early; (2) they are required to remain on premises in order to be "on call" and are obligated to respond and/or return to work if called during their meal period (even if not called back to duty); or (3) they are called back to work, interrupting the meal period.

Although Washington law allows voluntary waivers of meal periods, the Company generally does not permit its nonexempt employees to waive meal periods. Accordingly, nonexempt employees must take all required meal periods and may not skip, cut short, or work through their meal periods so that they can leave work early. Unless waived, nonexempt employees also may not combine meal periods with another meal or rest period (other than a lactation break as set forth under the Lactation Accommodation policy); each meal period must be taken in a continuous block of time; nonexempt employees cannot aggregate shorter breaks (i.e., an employee must take one continuous 30-minute meal period, and cannot instead take two 15-minute meal periods.).

The Company takes its legal obligation to provide adequate meal periods seriously. Accordingly, failure to comply with this meal period policy (for example, unless waived, failure or refusal to take all required meal periods in full) may result in disciplinary action, up to and including termination.

Rest Periods

In accordance with Washington law, the Company requires all nonexempt Washington employees to take a 10-minute paid rest period for every four (4) hours worked. (For example, an employee who works two four-hour periods in one day is entitled to two paid 10-minute rest periods, one during each four-hour period.) Nonexempt employees will not be required to work more than three (3) consecutive hours without a rest period. Rest periods must be taken as near as possible to the middle of the work period, and no later than the end of the third hour.

Rest periods are paid and counted as hours worked. Therefore, nonexempt employees are not required to record rest periods in the Company's timekeeping system. **No supervisor may impede or discourage employees from taking the rest periods required by this policy.**

Nonexempt employees must take all required rest periods. Nonexempt employees may not skip, cut short, or work through their rest periods so that they can leave work early. Nonexempt employees also may not combine rest periods with another rest or meal period (other than a lactation break as set forth under the Lactation Accommodation policy). As with meal periods, the Company takes its legal obligation to provide adequate rest periods seriously and failure to comply with this rest period policy (for example, failure or refusal to take scheduled rest periods in full) may result in disciplinary action, up to and including termination.

Reporting Violations

Any nonexempt employee who believes they have not received a legally required meal or rest period, that a legally required meal or rest period was interrupted or cut short, or that a supervisor attempted to deny, cut short, or interrupt a required meal or rest period, **must** report the situation to their supervisor and/or Corporate Management. However, an employee is not required to report a missed, short, or interrupted meal period to Corporate Management if:

- They have waived the meal period(s) in accordance with this policy; or
- (a) the situation occurred no more than twice and was caused in each case by exigent circumstances (e.g., a coworker had to leave to attend to an emergency, leaving the office short-staffed and requiring another employee to work through all or part of meal period); (b) the employee is certain that they received pay for at least a full 30-minute meal period; **and** (c) the employee received a break during which they had sufficient time to consume a meal at some point later in the shift.

Also, if any nonexempt employee has reported to a supervisor that they performed work during or received less than a full 30-minute uninterrupted meal period that they had not waived, and suspects that their time was not adjusted accordingly to ensure that they were paid for a full 30-minute meal period, they **must** promptly report that information to Corporate Management. Upon receiving any such report, the Company will ensure that the employee is appropriately paid for any legally required meal period that was not waived and was missed, shortened, or interrupted, as required by law.

The Company will undertake a prompt and thorough investigation in response to any report of a possible meal or rest period violation (or any other wage and hour violation or pay error), and will take appropriate corrective action against the offending party if it finds that a violation of this policy has occurred. **No negative action will be taken against any employee for making a complaint or report under this policy**, as long as the employee sincerely believes, suspects, or is concerned that a violation of this policy has occurred or might have occurred. (In other words, whether the employee is correct or incorrect does not matter; an employee will face disciplinary action for making a complaint **only if** they intentionally fabricate a violation to try to get another employee in trouble or recklessly accuse another employee of having violated this policy, without any sincere belief or suspicion that a violation really occurred.) Moreover, the Company strictly prohibits retaliation against any employee for reporting

suspected meal or rest period violations (or any other wage and hour violation or pay error). If any employee believes that their supervisor or manager or any other employee has treated them or any coworker negatively because they made a complaint under this policy or reported an actual or suspected violation of this policy, they **must** promptly notify Corporate Management. Again, the Company will undertake a prompt, thorough investigation of the complaint and will take appropriate corrective action if it finds that retaliation has occurred.

Smoke-Free Workplace

Washington law prohibits smoking in the workplace and most other enclosed areas. The law also prohibits smoking within 25 feet of any entrance, window or ventilation system where smoke could enter an enclosed area. Accordingly, the Company strictly prohibits smoking in the workplace and in any area that is within 25 feet of an enclosed work area. Employees are directed to report all violations of this policy to their supervisor. No employee will be disciplined or retaliated against for reporting smoking that violates Washington law or company policy. Employees who violate this policy will be subject to disciplinary action up to and including discharge.

Washington Supplemental Alcohol and Drug Policy

The legal status of controlled substances, including marijuana, shall be determined by federal law, rather than Washington law. The Company remains a drug and alcohol free workplace and will continue to enforce its drug testing and drug free workplace policies. At this time, Washington law does not require accommodation of an applicant or employee's use, possession, or distribution of medical or recreational marijuana, and no exceptions to the Company's drug-free workplace policy will be made for the use, possession, or distribution or medical or recreational marijuana by Washington employees. The Company will not tolerate employees who report to work under the influence of marijuana under any circumstances.

Reporting Safety Hazards

Employees must immediately report any safety hazard in the workplace or on any worksite.

Employees must report all safety hazards to their onsite supervisor and the Company's Safety Coordinator (available 24/7) at the number listed below.

MICI Safety Coordinator (24/7): 503-690-0641

Employees may also report safety hazards directly to the Washington Department of Labor and Industries (L&I) via its reporting hotline listed below:

L&I Safety Hazard Reporting Hotline: 1-800-423-7233

Employees may also submit written reports of safety hazards to L&I via a form available on the L&I website (https://lni.wa.gov/workers-rights/workplace-complaints/safety-complaints), via secure file upload, mail, or fax.

The Company will take or tolerate any discriminatory or retaliatory action against any employee because the employee has in good faith reported a safety hazard, made a safety complaint, or initiated proceedings (or is about to do so), related to workplace safety. Employees who believe they have been subjected to discriminatory or retaliatory treatment in relation to a safety complaint should notify Corporate Management, or may file a complaint with L&I.

Washington Paid Sick and Safe Time ("PSST") Policy

The Company recognizes that employees may need time off from work to address their own and their family members' illnesses, injuries and health conditions. This policy ensures that all eligible Washington employees receive paid sick time in accordance with applicable law. This policy supersedes any previously existing paid sick

time policy with respect to eligible Washington employees covered by this Handbook. This Washington Paid Sick and Safe Time ("PSST") Policy is intended to comply with the Washington Sick Time Law, as well as the Sick and Safe Time Ordinances of the City of Seattle and the City of Tacoma.

Washington PSST Eligibility

All Washington temporary employees covered by this Handbook (i.e., who are not eligible for PTO under the Company's separate PTO Policy), are eligible to accrue and use PSST ("PSST") as set forth in this policy.

Authorized Uses of PSST

PSST may be used for the following:

- An employee's own mental or physical illness, injury, or health condition (Washington);
- An employee's own medical or preventive care, such as a medical, dental or optical appointments and/or treatment (Washington);
- To care for an employee's family member with an illness, injury, health condition, and/or medical or preventive care such as a medical/dental/optical appointments (Washington);
- Closure of an employee's place of business or an employee's child's school/place of care by order of a public official for any health-related reasons (Washington);
- When the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material (Seattle);
- When the employee's place of business has reduced operations or closed for any health- or safety-related reason (Seattle);
- When the employee's family member's school or place of care has been closed (Seattle); and/or
- For bereavement leave following the death of a family member (Tacoma).

Authorized use of PSST for domestic violence, sexual assault or stalking includes:

- Seeking legal or law enforcement assistance or remedies to ensure the health and safety of an employee or their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking (Washington);
- Seeking treatment by a health care provider for an employee's physical or mental injuries caused by domestic violence, sexual assault, or stalking (Washington);
- Attending health care treatment for a victim who is an employee's family member(Washington);
- Obtaining, or assisting an employee or an employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking (Washington);
- To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which an employee or an employee's family member was a victim of domestic violence, sexual assault or stalking (Washington); or

- Participating, for an employee or for an employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking (Washington).

Family Members Included in This Policy

"Family member" is defined as a child (biological, adopted and foster child, stepchild, or a child to whom an employee acts as the child's parent, legal guardian or *de facto* parent, regardless of age or dependency status), parent (including biological, adopted, foster, step, *de facto*, or legal guardian) of an employee or an employee's spouse or registered domestic partner, a spouse or registered domestic partner, or an employee's grandparent, grandchild, or sibling.

PSST Accrual Year

The Company's PSST accrual year is the calendar year (*i.e.*, January 1st to December 31st)("PSST Year").

Accrual and Carry Over of PSST

PSST begins to accrue on the first day of employment. Washington employees accrue PSST at a rate of one *(1) hour for every 30 hours worked*. There is no cap on the number of PSST that may be accrued in a PSST Year. At the end of the PSST Year, unused PSST balances of up to seventy-two (72) hours or less will carry over to the following PSST Year.

Eligibility to Use Accrued PSST

Employees are eligible to use accrued PSST beginning on the 90th day of employment.

Increments of Use for PSST

Employees are allowed to use PSST in increments consistent with their timekeeping method increments, which is generally in no greater than fifteen (15) minute increments.

Rate of Pay for PSST

PSST hours will be compensated at an employee's regular rate of pay applicable to the shift(s) from which the employee was absent. For employees paid on an hourly basis, the regular rate includes any applicable shift differential, but excludes any other additional compensation such as overtime premiums, vacation, holiday pay, incentives, commissions, or bonuses. PSST hours used are not counted toward the calculation of overtime with respect to hours worked during the workweek that the PSST is used.

Notification to Use PSST

The Company requires reasonable notice for all uses of PSST. Employees must follow the notification requirements below.

For foreseeable uses of PSST, the Company requires employees to provide at least ten (10) days' notice (unless it is impossible to do so, in which case notice must be provided as soon as possible).

When the need to use PSST is unforeseeable, such as in the event of unexpected illnesses or health conditions or safety-related reasons, employees must provide as much notice as possible before the start of their shift (unless it is impossible to do so due to emergency circumstances, in which case they must notify their supervisor as soon as practicable) in accordance with the Company's normal attendance and call-in policies.

When using PSST for planned or routine appointments, the Company expects employees to attempt to schedule appointments outside of their normal working hours or in the least disruptive manner to the extent possible.

Employees who fail to comply with these notification policies when they are absent may be subject to disciplinary action up to and including termination.

Verification for Use of PSST

The Company may require verification for a PSST absence that exceeds three (3) consecutive work days. When requested, verification must be provided within ten (10) calendar days following the first day upon which the employee used PSST or within ten (10) days of the Company's request for verification, whichever is later. When verification is requested, an employee is not required to provide any details concerning the specific nature of the health condition in order to use PSST, unless otherwise required by law. Any verification or information an employee provides in response to such a request will be kept confidential. The Company may choose not to pay an employee for PSST taken for such absences until verification is provided.

If an employee believes that obtaining verification for use of PSST would result in an unreasonable burden or expense on an employee, the employee must contact Corporate Management. Within ten (10) days of receiving the employee's notice, Corporate Management will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.

If the Company can demonstrate that an employee's use of PSST was for an unauthorized purpose, an employee may be subject to disciplinary action under the Company's normal attendance policy and the Company may withhold payment for PSST used, but will not deduct those hours from the employee's accrued, unused PSST balance. If the Company withholds payment for the unauthorized use of PSST, it will provide written notification to the employee.

Balance Notifications

Employees will be notified of their PSST balances each pay period on their pay stub or a direct deposit statement, including:

- Accrued PSST since the last notification;
- Used PSST since the last notification; and
- Current balance of PSST available for use

Separation from Employment

If an employee separates from employment, there will not be a financial or other reimbursement to an employee for accrued, unused PSST at the time of separation.

Reinstatement of Employment

If an employee leaves employment and is rehired within twelve (12) months of separation, any accrued, PSST will be reinstated to the employee's PSST balance. If an employee is rehired in a new PSST Year, a maximum of forty (40) hours of PSST will be reinstated and available for use by the employee upon rehire.

If an employee is rehired within twelve (12) months of separation, the employee will not be required to wait another ninety (90) days to use the PSST if the employee met that requirement during the previous period of employment. If an employee did not meet the 90-day requirement for the use of PSST prior to separation, the previous period of time the employee worked for the Company will count towards the ninety (90) days for purposes of determining the employee's eligibility to use PSST.

Retaliation Prohibited

The Company will not discriminate or retaliate against any employee because an employee has lawfully exercised PSST rights. An employee will not be disciplined for the lawful use of PSST.

Any employees who have questions about PSST or believe they have been discriminated or retailed against should contact their recruiter or supervisor or Corporate Management.

Washington Paid Family and Medical Leave ("WPFML")

The Washington Paid Family and Medical Leave (WPFML) Act established a mandatory statewide insurance program that provides almost every Washington employee with paid time off to give or receive care. The WPFML program is funded by premiums paid by both employees and employers, and administered by the Washington Employment Security Department (ESD). The current premium is a very small percentage of gross wages. The Company withholds the premiums from employees' paychecks as required by law and submits them to ESD.

An employee who qualifies under this program may take up to twelve (12) weeks of WPFML Leave, if they:

- Welcome a child into their family (through birth, adoption, or foster placement);
- Experience serious illness or injury;
- Need to care for a seriously ill or injured relative; or
- Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.

An employee who faces multiple events in a year may be eligible for up to sixteen (16) weeks of WPFML Leave, and up to eighteen (18) weeks if they experience a serious health condition during pregnancy that results in incapacity.

Eligibility

Employees who have worked 820 hours during the qualifying period (i.e. four (4) consecutive quarters in the previous give (5) quarters) are eligible to apply to take WPFML Leave. The 820 hours are cumulative from all employers during the qualifying period, even if all of those hours were not worked with the Company.

While on WPFML Leave, employees are entitled to partial wage replacement. That means the employee may receive a portion of their average weekly pay. The benefit is generally up to ninety (90) percent of the employee's weekly wage, with a minimum and maximum weekly benefit established by the ESD. If an employee qualifies for partial wage replacement benefits, they will be paid by ESD rather than the Company during their WPFML Leave.

WPFML Leave may run concurrently with other available unpaid or paid leaves (such as FMLA Leave). Employees must contact their recruiter or supervisor or Corporate Management to discuss this and other forms of leave for which they may be eligible. During any period of leave taken under this policy, employees may retain their health insurance by continuing to pay their portion of the cost of their health insurance premiums.

Usage of WPFML Leave

Employees using WPFML Leave must take at least eight (8) hours off in a row (or the equivalent of one (1) day for full-time employees). Duration of leave is determined based on an employee's "typical workweek hours." This is the employee's average number of hours worked per week since the beginning of the qualifying period. Non-overtime eligible employees are always calculated at forty (40) hours per week. The employee's typical workweek hours are multiplied by the maximum of weeks allowable for the event (usually twelve (12) weeks), creating a bank of hours the employee can draw from while on WPFML Leave.

Employees may use WPFML Leave for one (1) year after the leave year starts (or, if the employee has a new child, one (1) year after the child joins the family). If an employee does not use all of their WPFML Leave within one (1) year, it will not carry over into the next year.

Job Restoration/Non-Retaliation

Employees who return from WPFML Leave will be restored to a same or equivalent job if they have worked for the Company for at least twelve (12) months, and have worked 1,250 hours in the twelve (12) months before taking leave. The Company prohibits discrimination and retaliation against employees who have requested or taken WPFML Leave. Employees should report any concerns regarding discrimination or retaliation directly to their recruiter or supervisor or Corporate Management.

Pregnancy/Maternity Disability Leave

In accordance with Washington law, even if not eligible for leave under the FMLA or WPFML, Washington employees who are temporarily disabled by pregnancy, childbirth, or related medical conditions, may be entitled to take a pregnancy disability leave for the period of the temporary disability, in addition to the any leave provided under the FMLA and/or WPFML. A physician's healthcare provider's statement certification may be required to verify the leave period relating to pregnancy or childbirth consistent with the verification required by the Company for other temporary disabilities. Employees who would like more information regarding their eligibility for a pregnancy disability leave should contact their recruiter or supervisor or Corporate Management.

Washington Parental Leave

In accordance with Washington law, any childcare leave that is granted to biological parents of new children will be extended on equal terms to both men and women, and to adoptive and step-parents. Fathers, adoptive parents, and step-parents may take leave to care for a newborn or newly adopted child under the age of six (6), but only to the same extent that the Company grants such leave to biological parents. The length of leave is determined by the length of childcare leave (not pregnancy or maternity disability leave) the Company provides to biological parents.

Washington Family Care Act

Consistent with the Washington Family Care Act, a Washington employee may choose to use any type of accrued paid leave offered by the Company to: (a) provide treatment or supervision to a child (under 18 or adult child incapable of self-care) with a health condition requiring treatment or supervision, including preventative care; or (b) care for a qualifying family member with a serious or emergency health condition. Qualifying children and family members include the employee's: child (biological, adopted, foster, stepchild, legal ward, or a child of a person standing *in loco parentis*) under 18 or adult child incapable of self-care because of physical or mental disability; parents (biological or adoptive parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a child); spouse; registered domestic partner; parents-in law; grandparents.

Leave and Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

To the extent required by law, Washington employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of a victim (including a child, spouse, domestic partner, parent, parent-in-law, grandparent, or person with whom the employee is in a dating relationship) may receive reasonable safety accommodations or leave from work. Such employees are eligible for these protections, regardless of how long they have been employed, how many hours they have worked for the Company, or whether they are eligible for any other type of leave.

Reasonable safety accommodations available to eligible employees could include things such as: transfer, reassignment, modified schedule, unpaid leave, changed work telephone number, or implementation of other

reasonable safety procedures, provided that such accommodation would not pose an undue hardship to the Company.

Additionally, an eligible employee may take reasonable unpaid leave from employment for any of the following reasons:

- Seeking legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member;
- Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
- Attending to health care treatment for a victim who is a family member;
- Obtaining, or assist a family member to obtain, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- Obtaining, or assisting a family member to obtain, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or a family member was a victim of domestic violence, sexual assault, or stalking; or
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or a family member from future domestic violence, sexual assault, or stalking.

When possible, the employee must give the Company notice of their intention to take leave for these purposes at least thirty (30) days in advance. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, the employee or someone on their behalf must give notice as soon as practicable, and no later than the end of the first day the employee takes leave.

The Company reserves the right to require verification that the employee or their family member is a victim of domestic violence, sexual assault, or stalking, and that the safety accommodation is needed or leave taken was for one of the purposes described above. Verification may be provided by written statement confirming these facts, or by other appropriate documentation, and must be provided in a timely manner. An employee will not be required to provide additional information beyond this required verification, or information that would compromise the safety of you're the employee or their family member. Except as otherwise required or permitted by law, the Company will maintain the confidentiality of all information that an employee provides regarding this leave, including the fact that the employee or their family member is a victim or that the employee has requested leave for these purposes.

When taking leave under this policy, an employee may choose to use any available paid leave. Otherwise, leave will be unpaid. Leave may be taken intermittently, on a reduced-work schedule, or in a single block of time, as the circumstances warrant. The leave must be reasonable in duration, which will be determined by Corporate Management and the affected employee, based upon the circumstances.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, subject to certain exceptions as allowed under Washington law. The Company will not retaliate or discriminate against an actual or perceived victim of domestic violence, sexual assault, or stalking or qualifying family member.

Family Military Leave

If an employee's spouse or registered domestic partner is a member of the armed forces of the United States, National Guard or Reserves, and the employee is employed for an average of twenty (20) or more hours per week, the employee may take military family leave if, during a period of military conflict, the employee's spouse or domestic partner is notified of an impending call or order to active duty or has been deployed. Fifteen (15) days of leave is available per deployment. To qualify, the employee must give the Company advance notice of their intent

to take leave within five (5) business days of receiving official notice of the impending call or order to active duty, or of their spouses or domestic partner's leave from deployment. Employees may use any accrued paid leave to which they are entitled, or may take the leave as unpaid time off.

Leave for Emergency Services Personnel

Provided the Company has at least twenty (20) full-time employees, to the extent required by law, the Company provides leave to qualifying volunteer firefighters, reserve peace officers responding to, working at, or returning from a fire alarm or emergency call, or members of the Civil Air Patrol involved in an emergency service operation allowing them to arrive late or be absent from work because they are currently working at or returning from a fire alarm or emergency call. To be eligible for such leave, an employee's presence must be requested by the on-scene commander. Leave under this section is unpaid. However, the employee may choose to use accrued, but unused paid time off during this time off. Employees should notify their supervisor as far in advance as possible and keep in mind that the Company may request a copy of their certification that they were called to duty to serve. If certification is requested by the Company but the employee does not provide it, the leave may be denied. If proper certification is provided, no action will be taken against any employee in any manner for requesting or taking any time off as provided for under this policy.

Leave for Jury Duty

Washington employees are entitled to unpaid leave for jury service.