



# EMPLOYEE HANDBOOK

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# WELCOME MESSAGE

Dear Employee,

Welcome to Bay City Boiler (the “Company”). We are very excited to have you join our team. This handbook will familiarize you with our guidelines and lead you through the process of settling into your new responsibilities.

We are firmly committed to achieving very high standards and implementing the best employment practices for our workforce. Our collective values stress the quality of our products, the importance of teamwork, and the need for all Employees to treat each other with dignity, fairness, and respect. You can take justifiable pride in the role you will play as part of the team that sustains our Company’s drive for excellence and a high standard of hospitality.

We are pleased that you have decided to join us. I hope you enjoy your relationship with us, and I look forward to the great things we can achieve together.

Sincerely,

Peter Ellery

## OUR COMPANY

### History

Since 1976, Bay City Boiler has been serving Northern California with commercial and industrial Boiler Sales, Low NOx Burner Retro-fit Systems, 24-hour Service, Parts, and Engineering Assistance for our products. We provide world-class equipment from numerous suppliers. This top-quality equipment, in combination with you, our highly skilled and dedicated staff, ensures that our customer project from the design stage through product installation will meet customer needs and provide our customers with a lifetime of value.

### Mission Statement

Our mission is to be the most honest and ethical trade partner of choice. To provide superior labor, service, and components to the commercial and industrial boiler industry. All the while fostering a work environment that encourages new ideas, new innovations, and growth!

### Purpose of this Handbook

This handbook is designed to acquaint you with Bay City Boiler and give you a reference guide to answer most of your questions regarding your employment with us. We intend for this handbook to offer two-way communications: what you can expect from us, and what we expect from you.

The contents of this handbook, however, constitute only a summary of the employee benefits, policies, and employment regulations in effect at the time of publication.

**As provided in the Employee Acknowledgement and Agreement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. Employment at the Company is employment at-will and may be terminated at the will of either the Company or the Employee. You have the right to terminate your employment**

at any time, with or without cause or notice, and the Company has a similar right. The at-will employment status of each Employee cannot be altered by any verbal statement. It can only be changed by a legally binding, written contract covering your employment status. This handbook shall supersede any and all prior handbooks, agreements, or statements, oral or written, issued by the Company. The Company reserves the right to modify, amend, or terminate this handbook in whole or in part, at any time and without notice.

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

### **ATTENTION CBA Employees**

If and when any provision of this handbook conflicts with any provision of a collective bargaining agreement (“CBA”) to which Bay City Boiler is a signatory, such handbook provision shall not apply to any employee covered by the collective bargaining agreement. In such instances only, the Company shall apply any and all corresponding provisions of the applicable CBA. Please ask your supervisor whether you are an employee covered by a CBA, and, if so, what specific CBA is applicable to your employment.

## **WHAT YOU CAN EXPECT FROM BAY CITY BOILER**

### **Equal Employment Opportunity**

We are committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants, employees, interns, and volunteers without regard to race, religion, religious creed, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity or expression, national origin, ancestry, citizenship status, age, military and veteran status, physical disability, mental disability, legally protected medical condition, genetic information, marital status, or any other protected status in accordance with the requirements of all federal, state and local laws. This policy extends to all aspects of our employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence and other terms and conditions of employment. If you believe you have been treated in a manner not in accordance with these policies, please notify your supervisor or designated person responsible for handling complaints as described in this Handbook. The Company takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

### **Policy Against Discrimination and Harassment**

The Company is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of our employees, interns, or volunteers by anyone, including any supervisor, manager, co-worker, customer, vendor or any third party. The Company also prohibits supervisors, managers, employees, interns, and volunteers from harassing or discriminating against the Company’s customers, vendors, suppliers, independent contractors, and others doing business with the Company. Any form of discrimination or harassment that violates federal, state or local law, including but not limited to, discrimination or harassment motivated by a race, religion,

religious creed, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity or expression, national origin, ancestry, citizenship status, age, military and veteran status, physical disability, mental disability, legally protected medical condition, genetic information, marital status, or any other protected status in accordance with all applicable federal, state and local laws is a violation of this policy. For these purposes, harassment includes (but is not limited to) slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons based upon an employee's sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion, religious creed, color, sexual orientation, gender, gender identity or expression, national origin, ancestry, citizenship status, age, military and veteran status, physical disability, mental disability, legally protected medical condition, genetic information, marital status, and other categories protected by law.

Actions, words, jokes, or comments based on a person's race, religion, religious creed, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity or expression, national origin, ancestry, citizenship status, age, military and veteran status, physical disability, mental disability, legally protected medical condition, genetic information, marital status, or any other protected status in accordance with all applicable federal, state and local laws will not be tolerated. The prohibited conduct also includes negative stereotyping, epithets, offensive jokes, or physical actions, and written, graphic, or electronic material circulated or posted within the workplace that degrades or shows hostility toward a person or persons because of their legally protected status.

In accordance with Title VII of the Civil Rights Act, the Company defines one type of illegal harassment – sexual harassment – as “any unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature either verbal or physical” where:

- (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual 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 working environment.

Each employee must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Sexual harassment includes a broad spectrum of conduct including, but not limited to, harassment based on gender and sexual orientation.

All employees are responsible for adhering to the provisions of this policy and maintaining a work environment that is free from discrimination and harassment. Prohibitions against engaging in discrimination and harassment, as well as the right to be free from discrimination and harassment, apply equally to all employees, vendors, contractors, and customers.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment; as provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency; (h)

offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

## **Ways to Avoid Harassing Conduct and Violating This Policy**

Many times, the best way to avoid harassing conduct is to simply tell the person of your objection. Therefore, you are encouraged to do so. Even if you have not been told by someone that your conduct is harassing, you may still be subject to counseling up to and including termination for engaging in harassing conduct. To avoid violation of the Anti-Harassment Policy you should follow these guidelines:

- Racial, religious, ethnic, sexual, and sexual-orientation jokes have no place in the work environment.
- Compliments to other employees should be kept general. More specific compliments may be perceived as sexually suggestive.
- Drinking impairs good judgment. When at a company social function, please be aware of your alcohol consumption.
- Do not behave in a way that those close to you would find embarrassing (spouse, child, and significant other).
- Do not touch co-workers. They may find it unwelcome or offensive.

If you are encouraged or pressured to become involved with another employee in a way that makes you feel uncomfortable or is unwelcome, you should notify the owner or Human Resources immediately. No employee, vendor or any third party has the right to subject any employee, customer or any other third party to sexual or other unlawful harassment, including: requests for sexual favors, sexual advances, offensive touching, and/or any other unwanted verbal, graphic, conduct or communications of a sexual nature.

You should also be aware of, and are expected to comply with, the Company's policy against sexual and other forms of illegal harassment in the workplace. Appropriate action, which may include a transfer or reassignment, unpaid leave of absence, suspension, or termination, will be taken against those who violate this policy.

## **Internal Reporting Procedures**

If you believe that you have been subjected to or exposed to possible discrimination or harassment, or if any employee has knowledge of possible discrimination or harassment, the conduct should be reported, either in writing or orally, immediately to:

- Your immediate Supervisor; or
- Human Resources; (702) 778-2284 [hr@SOLVHR.com](mailto:hr@SOLVHR.com); or
- Peter Ellery

If the problem involves your supervisor, if you do not feel that the matter can be discussed with your supervisor, or if you are not satisfied with the way your supervisor has addressed your problem, you may contact:

- Peter Ellery; or
- Human Resources (702) 778-2284 [hr@SOLVHR.com](mailto:hr@SOLVHR.com)

An employee making a complaint or report of harassment or discrimination will be asked, but is not required, to submit a written statement that provides details about the situation. Promptly after receiving a complaint, qualified personnel will fully investigate and take all steps necessary to prevent

harassment, discrimination, or retaliation. At its sole discretion, the Company may appoint a neutral third-party investigator to assist in conducting or to conduct the investigation. The Company or its representative conduct a fair, timely and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected, and that if misconduct is found, appropriate remedial actions will be taken.

All complaints shall be kept confidential, to the fullest extent possible, to permit the Company to conduct a thorough investigation. Witnesses to discrimination or harassment and victims of discrimination or harassment shall not be retaliated against in any way for making a good faith complaint or for cooperating in an investigation. Employees who interfere with any investigation will be subject to counseling or other corrective action, up to and including termination of employment.

Retaliation against a person who reports, complains about, or participates in an investigation of harassment or discrimination is prohibited and a violation of this policy. Allegations of retaliation will be investigated pursuant to the procedures described above. Employees found to have violated this policy will be subject to counseling or other corrective action, up to and including, termination of employment.

Making a knowingly false charge of discrimination, harassment, or retaliation against another co-worker, or against a customer or vendor, is strictly prohibited and is also considered a violation of this policy.

The Company obviously cannot work to resolve unlawful harassment or discrimination concerns unless it knows about it. Prompt reporting of any problems is, therefore, essential to us. It is your responsibility to bring these issues to our attention so that we can take the necessary steps to correct the problem. Any supervisor or lead who becomes aware of any incident of discrimination, harassment or retaliation must immediately report the matter as set forth in this policy. Supervisors who fail to report such matters may be subject to counseling or other corrective action, up to and including termination of employment.

### **EEOC and DFEH Reporting Procedures**

In California, employees may address their harassment, discrimination, or retaliation complaints to the EEOC or the State of California Department of Fair Employment and Housing (“DFEH”), which have the authority to conduct an investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may pursue legal remedies on the Complainant’s behalf. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest EEOC or DFEH office at the locations listed in the Company’s EEOC and DFEH posters or on-line ([www.dfeh.ca.gov](http://www.dfeh.ca.gov) or [www.eeoc.gov](http://www.eeoc.gov)). The law protects employees against retaliation for filing a complaint with either the DFEH or EEOC or otherwise participating in an investigation, proceeding, or hearing conducted by either agency.

### **Immigration and Reform Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), the Immigration Act of 1990, and any state law requirements, if applicable, the Company is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

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



If you have any questions or need more information on immigration law issues, please contact the Owner or Human Resources.

## **Open Door Policy**

Bay City Boiler is committed to working directly with employees to solve problems in a timely and fair manner. If you want to raise concerns with the Company, you are encouraged to bring your work-related concerns to management. One way to solve a problem that affects your ability to do your job is to discuss it with your supervisor. This is the first person in the chain of command. In most cases, your supervisor will have the knowledge and insight to help you resolve the matter quickly. If you are unable to resolve the problem with your supervisor, you are encouraged to speak with Peter Ellery or any representative in Human Resources (702) 778-2284 or hr@solvhr.com. We are confident that open communication will solve most problems that arise in the workplace.

No employee will be counseled or otherwise penalized for raising a good-faith concern. To the fullest extent possible, the Company will keep confidential all such matters, the investigation, and the terms of resolutions. We can't solve the problem if we don't know about it.

## **Disability Accommodations**

Bay City Boiler is committed to complying fully with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

The Company will provide a reasonable accommodation to the qualified individuals with a disability, including employees disabled due to pregnancy, childbirth, or related medical conditions, so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Company. Our policy of reasonable accommodation, including transfer to a less strenuous or hazardous position, extends to pregnant employees who request an accommodation, with the advice of their health care providers, and time off for disability caused by pregnancy, childbirth, or related medical conditions. Contact Human Resources with any questions or requests for workplace accommodations.

All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all associates on an equal basis and the Company may require medical certification of both the disability and the need for accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any.

The Company is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The Company will follow any local or state law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The Company is committed to taking necessary actions to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **Religious Accommodations**

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

Religious accommodation request forms are available from your supervisor or Human Resources.

## **EMPLOYMENT & COMPENSATION INFORMATION**

### **Introductory Period**

For every new employee, the first ninety (90) days of employment is an introductory period. For every new union member, the first sixty (60) days of employment is an introductory period. During this time, you are able to learn about Bay City Boiler, your job, and your new surroundings.

Your job performance, attendance and overall interest in your job will be observed by your supervisor. During this period, you will not be eligible for most of the benefits, such as various time off policies. Throughout the introductory period, Bay City Boiler will be assessing your selection as an employee. Employees who fail to demonstrate the commitment, performance and attitude expected by Bay City Boiler may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and Bay City Boiler has a similar right. The at-will employment status of each employee cannot be altered by any verbal statement. An employee's at-will employment status can only be changed by a legally binding, written contract approved by the Owner.

If, as a result of an excused or unexcused absence during your introductory period or for other reasons identified by management, Bay City Boiler may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

### **Employee Classifications**

All employees will be advised of their classification at the time of hire and any change in status. If you have any questions about your employment classification, you should contact your supervisor. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice. The following terms are used to describe employees and their employment status:

#### **Full-Time Employees**

A full-time employee is hired or promoted into a position that is normally scheduled and works an average of at least 30 hours or more per week for two months.

#### **Part-Time Employees**

A part-time employee works in a designated part-time position that is normally scheduled for less than 30 hours per week. While part-time employees do receive legally mandated benefits, such as

Social Security, workers' compensation insurance, and CA PTO Pay (see PTO), these positions are not eligible for most other benefits provided by the Company. Part-time employees should consult with your supervisor to determine for which, if any, benefits you are eligible. Part-time status can be changed to full-time status only by having the appropriate documentation approved and signed by the owner.

### **Internship Employees**

An internship (intern) employee works in a designated position and may work various hours. Internship employees do receive legally mandated benefits, such as Social Security, workers' compensation insurance, and CA PTO Pay (see PTO), however these positions are not eligible for most other benefits provided by the company. Internship employees should consult with their supervisor to determine which, if any, benefits apply. Internship status can be changed to full-time status only by having the appropriate documentation approved and signed by the owner.

In addition to being full-time, part-time, or Internship, employees are also categorized as exempt or non-exempt.

### **Exempt Employees**

Exempt employees are not entitled to overtime pay and may also be exempt from the minimum wage requirement pursuant to applicable federal, state, and local laws. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary. Exempt employees are not subject to the minimum wage and overtime laws.

### **Non-Exempt Employees:**

Non-Exempt employees are entitled to be paid at least the minimum wage per hour and a premium for overtime as required by applicable federal, state, and local laws. Employees whose positions do not meet specific tests established by the FLSA and California state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt.

## **Timekeeping Procedures**

Unless otherwise notified, each non-exempt employee is required to record his or her hours of work for the Company through the use of printed timesheets or other electronic methods provided by the Company. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. You will be informed on your first day on the job of the procedures for recording your work time. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Employees are required to record all time worked, including time spent working before or after the employee's scheduled shift away from the premises. Employees may not perform any work "off the clock" (i.e., before you clock in at the beginning of your shift, during meal periods, after you clock out at the end of the day or any other time you are not clocked in).

Do not clock in for any other employee or request that they do so for you. Please be sure to indicate your days off. Any changes to your time must be approved of and initialed by your supervisor. Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

If there is a problem with your hours, any changes or corrections must immediately be brought to your supervisor's attention. The Company will undertake a prompt and thorough investigation of any such complaints and take appropriate corrective action where necessary.

## **Your Pay**

Non-union employees will be paid semi-monthly on the 15<sup>th</sup> and the last day of the month. Your paycheck can be picked up at the office or directly deposited into your bank account. Each employee is responsible for picking up his or her own paycheck on the normally scheduled pay day, if necessary. If the scheduled day falls on a holiday or weekend, you will be paid on the prior business day. Any questions about your pay amount or deductions should be brought to the attention of the owner immediately.

Employees covered under the CBA will be paid weekly on Thursdays. The pay period begins on Sunday and ends on Saturday. Your paycheck can be picked up during normal business hours at the Corporate office located at: **23312 Cabot Blvd., Hayward, CA 94545** or directly deposited into your bank account. Each employee is responsible for picking up his or her own paycheck on the normally scheduled pay day, if necessary. If the scheduled day falls on a holiday or weekend, you will be paid on the prior business day. Any questions about your pay amount or deductions should be brought to the attention of the owner immediately.

## **Direct Deposit**

Bay City Boiler offers direct deposit of paychecks for the convenience of its employees. Direct deposit is safe, confidential, convenient, and fast. Direct deposit is available at no charge to the employee. You must complete a direct deposit form and attach a voided check or verification of bank account information. For additional details concerning direct deposit, contact the payroll associate.

## **Deductions**

The Company will deduct from your paycheck those amounts that are required or permitted by law and those amounts which the employee authorizes, for example, social security, state and federal withholdings, garnishments/child support and an employee's share of insurance premiums. You may adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to the payroll associate. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

## **Wage Garnishment**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal documents ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal documentation from the court to stop the garnishment.

## **Exempt Employees' Deductions**

Exempt employees' pay will not be subject to deductions that violate applicable federal, state, and local laws. However, the Company may make deductions from employees' salaries in a way that is permitted under federal, state, and local laws as described for the following reasons:

- Absences of one or more full days for personal reasons, other than for sickness or disability; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence, and safety rules.

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

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

## **California Fair Pay Act**

No employer shall pay any individual in the employer's employ at wage rates less than the rates paid to employees of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where the payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of productions, or a differential based on any bona fide factor other than sex. In addition, it is unlawful to pay employees less than employees of another race or ethnicity for "substantially similar work" and prior salary shall not, by itself, justify any disparity in compensation.

## **Break Time for Nursing Mothers**

Bay City Boiler will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private. Notify your supervisor to request time to express breast milk under this policy. Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with the owner, Human Resources, etc.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law. If you have knowledge of such a conflict or a potential conflict you should contact the Owner.

## **Meal and Rest Breaks**

Employees who work at least five (5) continuous hours in a day must take a duty-free meal break of not less than thirty (30) minutes that begins before the end of the 5 hours of work in accordance with federal and state law. Employees must clock out and back in when taking their meal break, and meal breaks may not be waived.

If the employee works more than 10 hours in a day, the Company will provide the employee with a second unpaid 30-minute, duty free meal break that begins before the end of 10 hours of work in the workday. "Duty free" means that employees are relieved of all duty for the full, uninterrupted 30-minute meal period, which includes the right to engage in personal activities, and to leave the premises if the employee so desires.

If the employee's total workday is 6 hours or less, the employee may, with the agreement of the Company, choose to voluntarily waive the meal period for that day.

If the employee's hours of work in any workday are more than 10 hours, but not more than 12

hours, and the employee has taken their first meal period as described above, the employee may, with the agreement of the Company, choose to voluntarily waive the second meal period. If the employee works more than 12 hours in any workday, the second meal period may not be waived.

Meal periods must be accurately recorded in the Company's timekeeping system. If an employee finds they cannot take a full 30-minute uninterrupted meal period because of the direction of a supervisor or other demands of the job, the employee must accurately record the time taken for the meal period, if any, in the timekeeping system and ensure that management is personally informed of the reason why a full 30-minute uninterrupted meal break could not be taken.

Employees impeded or discouraged from taking meal breaks provided under this policy will be paid for all time worked during what would otherwise be a full 30-minute uninterrupted meal break, plus an additional one hour of meal period premium pay for that day at their normal hourly rate of pay. Only one premium per day will be provided for a missed meal period. No premium will be paid, however, where the employee freely and voluntarily elects to forgo a meal period. Any employee who fails to receive a full 30-minute uninterrupted meal period may also report this circumstance to Human Resources. Employees should also immediately report a manager's or supervisor's instruction to skip, delay or shorten a meal period to the Owner or Human Resources.

Employees who work at least three and a half continuous hours (3.5) are also entitled to the following duty-free, paid break periods:

- Employees who work at least three and a half (3.5) continuous hours but fewer than six (6) continuous hours are entitled to one (1) ten (10) minute rest period.
- Employees who work at least six (6) continuous hours but fewer than ten (10) continuous hours are entitled to two (2) ten (10) minute rest periods.
- Employees who work at least ten (10) continuous hours but fewer than fourteen (14) continuous hours are entitled to three (3) ten (10) minute rest periods.

Employees are free to leave the premises during their rest breaks. If you have any questions regarding your entitled meal breaks and rest periods, please ask your supervisor.

**Employees covered under the collective bargaining agreement should refer to their CBA.**

## **Overtime**

The Company may periodically schedule overtime or weekend work in order to meet customer needs. All overtime work must be pre-approved by your supervisor. Working overtime without your supervisor's approval is not allowed. The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable federal and state law.

California law requires that non-exempt employees be paid at the rate of one and one-half times their regular rate of pay for the following:

- Hours worked in excess of eight (8) in a single workday.
- Hours worked in excess of forty (40) in a single workweek.
- Hours worked during the first eight (8) hours on the seventh consecutive day in a single workweek.

Non-exempt employees will receive double their regular rate of pay for:

- Hours worked in excess of 12 in a single workday.
- Hours worked in excess of eight (8) on the seventh consecutive day in a single workweek.

All overtime work must be recorded in the Company's timekeeping system. Under the schedule

above, no employees will be paid twice for the same overtime hour. All overtime work by non-exempt employees must be authorized in advance by their supervisor. Only hours actually worked will be used to calculate overtime pay.

Whenever overtime work is required, the Company may first ask for volunteers. If there are no volunteers, it may be necessary to require an employee to work overtime. As much advance notice as possible will be given to you but may not necessarily be possible. The Company reserves the right to require you to work overtime, without notice, to meet the needs of the Company.

**Employees covered by the collective bargaining agreement should refer to their CBA.**

## **Employee Records**

When you were hired, you completed forms supplying us with information we need to know about you. It is important to keep this information up to date so we can reach you in an emergency, update your benefits, compute payroll deductions, etc. Employees are therefore required to promptly notify the Company of any changes in name, address, telephone number, number of dependents, emergency contact information, licensing information if applicable, or other applicable information.

Bay City Boiler will maintain a file on each employee. An employee's personnel file begins with the completed employment application form. From time-to-time various information will be added to this personnel file regarding an individual's employment status with the Company. Employee files are the property of Bay City Boiler and will be treated the same as any other confidential information.

Employees will be permitted to review their personnel files as permitted by applicable laws. The following provisions apply with respect to an employee's request to review his/her personnel file:

- Owner is responsible for coordinating the review of an employee's personnel file with the employee and the Owner.
- The Owner must be present while the employee reviews the employee file.
- The employee may take notes, but may not remove, deface, or otherwise make notations on the documents in the employee file.
- Upon request from the employee, the Company will provide a copy of any item(s) in the employee's file at cost.

All information in employee files is considered confidential and will only be available to Owners, Human Resources or supervisors who are responsible for the employee, and the employee.

## **COMPANY BENEFITS**

Bay City Boiler intends to keep the benefits described in this handbook in force. However, the Company reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

### **Group Health Insurance**

Bay City Boiler offers group medical insurance to eligible non-union employees, beginning on the 1st of the month after 60 days following the first day of employment. Under the current plan, Bay City Boiler pays 100% of the monthly premium for Employee and their dependents coverage. Consult the insurance Plan Document for all information regarding eligibility, coverage, and benefits. It is the Plan Document that ultimately governs your entitlement to insurance benefits.

Employees should carefully review the summary plan description and plan documents for more detailed information on eligibility requirements. If you do not enroll into the Plan upon hire, you must wait until open enrollment unless you experience a qualifying status change. Bay City Boiler shall have no liability or responsibility for an insurance carrier's failure to pay a claim.

### **Dental Plan**

Bay City Boiler also offers a dental program to eligible, non-union employees, beginning the 1st of the month after 60 days following the first day of employment. Under the current plan, Bay City Boiler pays 100% of the monthly premiums for employees and their dependent's coverage. Consult the insurance Plan Document for all information regarding eligibility, coverage, and benefits. It is the Plan Document that ultimately governs your entitlement to insurance benefits.

### **Profit Sharing Plan**

Bay City Boiler also offers a profit-sharing plan to eligible, non-union employees, beginning the 1st of the month following one year of employment. Under the current plan, the Company may contribute between 3%-25% of an employee's base pay. Consult the Plan Document for all information regarding eligibility and benefits. It is the Plan Document that ultimately governs your entitlement to the Profit-Sharing Plan.

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

Bay City Boiler also offers a 401(k) plan to eligible non-union employees, beginning on the first day of employment. Each employee may contribute up to the maximum allowed by the Internal Revenue Service (IRS).

### **Trust Fund Benefits**

Bay City Boiler contributes to certain Trust Funds i.e. the Health & Welfare Trust fund and Boiler Maker-Blacksmith National Pension fund for eligible employees covered under the CBA. **Employees covered under the CBA should refer to their union representative for more information.**

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

On April 7, 1986, a federal law known as "COBRA" was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law.

If you are an employee of the Company, covered by the Company's group health insurance plan, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end. If you have any questions concerning your rights under COBRA, please contact your supervisor for details.

### **Workers' Compensation Insurance**

The Company pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness connected with employment. This program covers any injury or illness sustained at work that requires medical, surgical, or hospital



treatment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

The Company actively monitors all claims suspected to be fraudulent. Abuse of the Workers' Compensation system can cause a severe negative economic effect on the Company and, in turn, your co-workers. We will pursue all available legal action against any employee found to have engaged in fraudulent conduct. Filing a false or fraudulent claim is also a violation of Company policy and will result in disciplinary action, up to and including immediate termination.

**Social Security Insurance**

The Federal Insurance Contributions Act, which is better known as the Social Security Act, requires the Company to deduct a percentage of your pay, match it with an equal amount from the Company and send it to the government to be deposited in your Social Security account. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age. If you are not familiar with the retirement and disability benefits provided under Social Security, check with your local Social Security office visit [www.ssa.gov](http://www.ssa.gov) for a more information.

**TIME OFF POLICIES**

**Holidays**

The Company observes the following Holidays for all Full-Time employees who will receive 8 hours of regular pay for the following days after the employee has completed 30-days of continuous employment; Part-Time and Intern employees are ***not*** eligible for Holiday pay.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

In honor of their service, Veterans are eligible for an additional holiday on Veteran's Day and will receive 8 hours of regular pay. To receive this holiday, employees must notify their supervisor in advance.

**Paid Time Off (PTO)**

Bay City Boiler recognizes that employees have diverse needs for time off from work and, as such, the Company has established this paid time off (PTO) policy. This policy also includes California paid sick leave as required by local and state law to employees who have worked 30 or more days within a year of their employment with the Company.

Bay City Boiler provides PTO to all eligible employees in order to promote a flexible approach to time off by combining vacation, sick leave (as required by local and state law) and personal leave.

PTO is based on continuous working hours. This means you will not earn PTO during hours you are not working such as when you are out on an unpaid leave of absence.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, sick leave, appointments, emergencies, or other

situations that require time off from work. PTO is based on anniversary year and is calculated as follows:

Non-exempt employee's PTO is calculated in the same manner as the regular rate of pay for the workweek in which the employee uses PTO, whether or not the employee actually works overtime in that workweek.

Exempt employee's PTO is calculated in the same manner as the Company calculates wages for other forms of paid leave time.

Union employees working at more than one rate during the PTO year shall be paid on the basis of the rate the employee is working at, at the time of PTO. Ten (10) consecutive working days or more in this instance shall be considered one month. Less than ten (10) consecutive working days shall not be considered in monthly computation.

All employees begin accruing on their first day of employment. The waiting period for all New Hires is 90 days. New hires shall be allowed to use any accrued PTO on their 90<sup>th</sup> day of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

**Accrual and Payment of PTO**

Accruals will be calculated based on the last date of hire and adjusted based on length of service with the Company. Employees shall accrue one (1) hour of PTO for every thirty (30) hours of actual worked time up to the total annual accrual amount (see Accrual Table). Increases in accrual rates will be effective on the employee's anniversary year according to the Accrual Table:

***Accrual Rate Tables:***

<b><i>Part Time &amp; Internships Entitlement</i></b>	<b>Accrual Rate per 30 hours worked *</b>	<b>Annual PTO Accrual up to</b>	<b>Maximum Available PTO bank** at any given time</b>
From date of hire	1 hour	40 hours	80 hours

<b><i>Full Time Years of Service</i></b>	<b>Accrual Rate per hour *</b>	<b>Annual PTO Accrual up to</b>	<b>Maximum Available PTO bank** at any given time</b>
0 - 12 months	0.03846 hours	80 hours	Not Applicable
1 - 6 years	0.05769 hours	120 hours	198 hours
7 - 15 years	0.07692 hours	160 hours	268 hours
16 - 24 years	0.09615 hours	200 hours	338 hours
25+ years	0.11538 hours	240 hours	408 hours

\*Accrual rate per hour is based on an employee working 40 hours per week (2,080 paid hours per year). Non-exempt employees may accrue faster when working more than 40 hours per week; however, they will stop accruing for the year once they reach their maximum annual PTO accrual for the year.

\*\*PTO hours stop accruing once the employee reaches the maximum available PTO bank. Employees must take PTO and fall below the maximum available PTO bank in order to continue accruing. This is not applicable to service months 12 and under since it is the first year of accrual.

\*\*\*Effective 1/1/2024, California Paid Sick Leave SB616 increases the annual sick leave to 5 days/40 hours per year. The 1/1/2024 PTO accrual rate includes the required 5 days/40 hours of annual sick time.

Since exempt employees work varying hours, they accrue PTO based on a standard 40 hours per week. PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination.

Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

### ***Use and Scheduling of PTO***

When available PTO is used for vacation purposes, an employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, he or she would request six hours of PTO when taking that day off. Employees are required to use available PTO when taking time off from work for Vacation or Personal.

PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

The vacation scheduling period runs from January 1<sup>st</sup> through December 31<sup>st</sup> annually. PTO for vacation use shall be taken at a time mutually agreed upon between the Company and employee. The Employee shall give 30-day advance notice to the Company of the desire to use PTO for a vacation whenever possible. PTO is subject to supervisory approval, department staffing needs and established departmental procedures.

### ***Payment upon Termination***

Employees who are terminated while in their waiting period will not be eligible to receive payment of their accrued PTO. Employees will be paid upon resignation, separation, or retirement for all available PTO hours available but not used.

Employees who are re-employed with the Company within a year of separation will have their unused PTO that was granted under this policy for that year made available to them for the remainder of the year.

### **CA Paid Family Leave Benefits**

Effective January 1, 2018, the State of California implemented Paid Family Leave (PFL) and State Disability Insurance (SDI) wage-replacement benefits for employees who suffer a wage loss in order to care for an ill family member or for the birth or adoption of a new child PFL benefits, which are wholly funded by employee contributions, provide wage-replacement benefits for bonding with a new child, care for an ill family member or participate in a qualifying event because of a family member's military deployment.

The PFL program does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. Employees must apply separately for a leave of absence under the Company's Leave of Absence and Time Off policies. The program is administered by the State of California, not by the Company. For more information or to apply for PFL, please visit: [www.edd.ca.gov/disability/paid-family-leave](http://www.edd.ca.gov/disability/paid-family-leave).

Eligible family members include any of the following persons related to the employee: (1) a child of any age (including biological, adopted, stepchild, foster, legal ward, or a child to whom the employee stands in loco parentis), (2) a parent, stepparent, foster parent, legal guardian of the employee or employee's spouse/registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse or a registered domestic partner; (4) a grandparent; (5) a grandchild; (6) a sibling.

### ***Notification to the Company***

If the need for PFL is foreseeable, the employee should provide advance notice as soon as possible. If the need for PFL is unforeseeable, the employee shall provide notice of the need for leave

as soon as practicable. Notice should be given by calling a manager.

## **California Family Rights Act (CFRA)**

Effective January 1, 2021, employers with 5 or more employees are covered by the California Family Rights Act (CFRA) which allows eligible employees to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for specified family and personal medical reasons. To be eligible for CFRA leave, employees must meet 2 requirements:

1. The employee must have worked for the covered employer for more than 12 months; and
2. The employee must have worked at least 1,250 hours in the 12 months prior to their leave.

The following conditions are required for CFRA Leave:

- Care for their own serious health condition
- Care for certain family members' serious health condition
- To bond with a new child (by birth, adoption, or foster placement)
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the Armed Forces.

## **Pregnancy-Related Disability Leave**

Pregnant employees may be eligible for leave in addition to family care and medical leave under California's Pregnancy Disability Leave Act. Employees who are unable to work due to a pregnancy-related disability and childbirth will be granted leave in accordance with applicable law.

Pregnancy-related disabilities include, but are not limited to, severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss, or end of pregnancy, and/or recovery from childbirth or loss or end of pregnancy. Only the employee's healthcare provider (as defined by California law) may determine whether the employee is disabled.

If eligible, an employee may take up to four months of leave per pregnancy regardless of length of service with the Company. The four-month leave period is equivalent to the number of hours an employee would regularly work in 17-1/3 weeks. For instance, a full-time employee who works 40 hours per week is entitled to 693 hours of leave. Employees who work more or less than that are entitled to a pro rata or proportional amount of leave. Employees who are eligible and take such leave will, on return from leave, have the same or similar position in accordance with state law. An employee may be transferred to a less strenuous or hazardous position upon request if such transfer is medically advisable for the duration of her pregnancy.

Employees should notify their supervisor of the need for leave or other accommodation due to pregnancy. A request for reasonable accommodation or transfer must be supported by the written certification of the employee's health care provider containing:

- (1) a description of the requested reasonable accommodation or transfer;
- (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
- (3) the date on which the reasonable accommodation or transfer should commence and the estimated duration.

The employee will be reinstated to her original position and/or job duties once the need for the transfer or accommodation is no longer medically advisable. If a pregnant employee is eligible for

pregnancy disability leave, it will not run concurrently with her CFRA leave rights. Once a licensed health professional certifies that an employee is unable to work due to pregnancy, the employee may file a Disability Insurance claim with the California Employment Development Department. For more information or to apply for Disability Insurance, please visit: [www.edd.ca.gov](http://www.edd.ca.gov).

## **Bone Marrow and Organ Donation Leave**

California state law provides for a period of paid leave for bone marrow and/or organ donors. To be eligible for such leave, an employee must (a) reside in California, (b) be employed by the Company for at least 90 days before the bone marrow or organ donation leave begins, and (c) provide written verification that he or she is a bone marrow or organ donor, and of the medical necessity for the organ or bone marrow donation for which leave is requested. The maximum amount of paid leave available per year under this policy is 5 days for bone marrow donation and 30 days for organ donation within a 12-month period.

Employees must use accrued but unused time off, up to 5 days for bone marrow donation and 10 days for organ donation, as the initial paid leave period. Upon expiration of a leave authorized by this policy, the Company will restore the employee to the position they held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. However, the Company may decline to restore an employee because of conditions unrelated to the exercise of rights under this law.

This leave cannot be taken concurrently with the California Family Rights Act (CFRA) and is not counted against an employee's annual CFRA entitlement. In the event of a discrepancy between the Company policy and the CBA, the terms of the CBA will govern but a CBA may not diminish the rights provided under this policy.

## **Funeral Leave**

Employees may take off work up to three (3) paid days per year as funeral leave to attend funeral services for a member of his or her immediate family. For the purpose of this policy, immediate family is defined as spouse, child, parent, sibling, mother/father/sibling-in-law, grandparent, or other permanent household member. Employees taking funeral leave must inform their supervisor in writing, in accordance with Company procedure for requesting leave at the earliest opportunity, and not later than the first day of leave. This policy may be adjusted upon approval by your supervisor.

## **Jury Duty**

If an employee is called for jury duty, the employee is entitled to take time off, as necessary, to fulfill their civic obligations. Employees will be paid up to 5 days to serve on Jury Duty. If jury service lasts longer than five (5) days, employees may elect to use PTO time.

Employees must present a copy of their jury summons to their supervisor at least 3 days before the jury service date. If the employee is chosen to sit on a jury, the employee must inform their supervisor how long the trial is expected to last, and check in with their supervisor periodically during their jury service so the Company knows when to expect the employee back at work.

On any day when the employee's jury service ends before the end of the usual workday, the employee must check in with their supervisor to determine when the employee needs to return to work. At the completion of the employee's jury service, the employee must show written proof to their supervisor of time spent on jury duty with actual dates and hours of service.

Employees may retain any mileage allowance or other fees paid by the court for jury services.

Employees will not face discipline or retaliation for jury service.

## **Witness Leave**

If an employee is required to act as a witness in court or at a deposition, the employee may use available PTO time to cover their absence. Employees must provide written documentation of required witness service at least 1 day prior to the witness date.

If an employee's witness service ends prior to the end of the usual workday, the employee must check in with their supervisor to determine when the employee should return to work. At the completion of the employee's witness service, the employee must show written proof to their supervisor of the time spent on witness service with actual dates and hours of service.

Employees will not face discipline or retaliation for witness service.

## **Time Off To Vote**

Although polls are now open for extended hours and many places even offer early electronic/mail voting, we realize that in some instances, our employees are required to work hours that may not be sufficient to enable them to make it to the polls. If the employee has a problem in this respect, the employees should inform their supervisor so arrangements can be made for the employee to have the necessary time off to vote. In those instances that do require time off to vote, employees may be entitled to up to 3 hours of paid time off from work (depending on the location of polling site to worksite), either at the beginning or end of the shift. Employees who need to take time off from work to vote must inform their supervisors no less than 5 days in advance and obtain prior written approval from their supervisor to take the time off. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact operations. Employees who take time off to vote must supply their supervisor with proof that they actually voted.

## **Parental and School Visitation Leave**

The Company recognizes there can be times as a parent, legal custodian, or guardian for a child that the employee needs time off from work when required to attend a court proceeding on their child's behalf, to accompany their child to court, requested to attend a school conference during work hours, or the employee is notified by the school during work hours of an emergency regarding their child.

The Company will not take any adverse action against employees who provide the company with reasonable advance notice of a request for time off for these purposes. Time off for Parental and School Visitation Leave is without pay, and employees may use accrued PTO time.

Employees will be given up to forty (40) hours unpaid time off per school year per child to attend parent-teacher conferences, attend school related activities during regular school hours, volunteer or otherwise be involved at the school or attend school sponsored events at the school attended by a child of whom the employee is a parent, guardian, or custodian. When possible, the employee should notify their supervisor at least five (5) school days in advance of the desired school leave.

Covered employees may also use PTO to address a "childcare provider or school emergency" if the employee gives notices to the Company. A childcare provider or school emergency means that the employee's child cannot remain in school or with a childcare provider due to one of the following:

- The school or childcare provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from school or childcare provider;
- Behavioral or discipline problems;

- Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays; or
- A natural disaster, including, but not limited to fire, earthquake, or flood.

Employees must provide their supervisor with documentation from the school or licensed childcare provider verifying that they were engaged in these child related activities on the day and time of the absence. This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave permitted by state and federal law. Exempt employees may be provided time off with pay when necessary to comply with federal, state, and local laws.

## **Military Duty Leave**

In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services, the United States, or a State Guard or Reserve. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees are expected to notify the Company of upcoming military duty by providing their supervisor with a copy of their orders as soon as possible. The leave will be unpaid; however, employees may use any available paid time off for the absence.

## **Military Spouse Leave**

An employee is eligible to take leave under California Family Leave law for spouses of military members, if he/she works an average of twenty (20) or more hours per week and is a spouse or registered domestic partner of a "qualified" member of the military. The employee will be granted up to ten (10) days of unpaid family military leave during a "qualified leave period." A "qualified leave period" means the period during which the qualified military member is on leave from deployment to a designated combat zone during a period of military conflict.

The employee must provide notice of his/her intention to take leave within two (2) business days of receiving official notice that the military spouse will be on leave from deployment and certify the spouse or domestic partner will be on leave from deployment during the period of requested leave.

## **Military and Reserve Duty Leave**

An employee, who is a member of the reserve corps of the armed force of the United States or of the National Guard or the Naval Militia, is eligible to take a temporary leave of absence without pay while engaging in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity for up to seventeen (17) calendar days per year, including time

involved in going to and returning from such duty.

### **Time Off For Literary Assistance and Alcohol/Drug Rehabilitation**

Under state law, an employee who discloses a problem with literacy and who requests assistance in enrolling in an adult literacy education program will receive assistance from their employer, as long as this will not cause undue hardship to the employer. An employer's duty to accommodate may include providing the employee with locations of local literacy education programs or arranging for the literacy education provider to visit the job site. Employers are not required to pay the employee for absences from work because of the employee's participation in an adult literacy program.

Additionally, employees who wish to participate in an alcohol or drug rehabilitation program will be provided with a reasonable accommodation (for example, an unpaid leave) to do so, so long as an undue hardship is not imposed on the Company. The Company will also make reasonable efforts to maintain the privacy of an employee requesting a reasonable accommodation under this policy. The employee may elect to use accrued PTO, to the extent available, during this leave which may also qualify under applicable California Family Rights Act (CFRA) policies. It is the responsibility of the employee to seek assistance before drug or alcohol problems lead to performance or safety issues.

### **Leave for Victims of Felony Crimes or Other Specified Offenses**

To the extent required by law, employees who are victims of certain, specified felony crimes, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or stepparent is a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning to work.

If desired, the employee may use any accrued PTO time, to the extent available, while attending judicial proceedings relating to a crime. To the extent allowed by law, the Company shall maintain the confidentiality of any employee requesting leave under this provision.

### **Leave for Victims of Domestic Violence and Sexual Assault**

To the extent required by law, employees (and their children) who are victims of domestic violence (including stalking) or of sexual assault may receive unpaid leave to:

- (1) obtain services from a domestic violence shelter or rape crisis center;
- (2) seek medical attention for injuries caused by domestic violence or sexual assault;
- (3) obtain psychological counseling for the domestic violence or sexual assault; or
- (4) take action, such as relocation, to protect against future domestic violence or sexual assault.

To take this leave, the employee must provide the Company with advance notice of this leave. If advanced notice is not possible, the employee must provide the Company with the following certification upon returning back to work: (1) a police report showing that the employee was a victim of domestic violence or sexual assault; (2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.



The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence or sexual assault. Time off on account of domestic violence or sexual assault is unpaid. However, the employee may choose to use any accrued personal time off, if available, for an absence as described above.

Employees may use available PTO during their leave. Employees covered under the CBA should refer to their union representative for more information. Employees who do not have PTO available may take time off without pay.

***Right to Reasonable Accommodation:***

Employees have the right to request reasonable accommodation from the Company that may keep them safe at work, such as a new work phone number, a transfer, or a different schedule.

***Right to Be Free from Retaliation and Discrimination:***

The Company will not retaliate or treat the employee differently as a result of taking leave, including: Wrongful termination, failure to promote, harassment, or discrimination

For resources available to assist with domestic violence, please contact the authorities, a mental health professional, or the California Partnership to End Domestic Violence at [www.cpedv.org](http://www.cpedv.org).

**Volunteer Civil Service Personnel Leave**

The Company will grant unpaid time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. An employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel will be granted a leave of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in emergency rescue, fire, or law enforcement training. If the employee needs time off on account of such training, the employee should notify the supervisor as soon as possible so that arrangements to accommodate the absence may be made.

Time off to serve or train as a volunteer firefighter, reserve peace officer, or emergency rescue personnel is unpaid, however, the employee may choose to use accrued PTO during this time off, to the extent available. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

**WHAT THE COMPANY EXPECTS FROM YOU**

This section of the handbook discusses employee’s responsibilities to Bay City Boiler as an employee. Employees should thoroughly familiarize themselves with these policies and apply them in their work. The result of the employees’ effort will be a more efficient, productive, and pleasant atmosphere for the employee, co-workers, and our customers.

**Rules to Protect Employees and Bay City Boiler**

Every city, nation and society has rules for the orderly conduct of business. People cannot live and work together successfully and enjoyably without order.

The Company is the same way. We need to have certain reasonable policies and rules for the conduct of our business. Our most important rule is the “rule of reason.” The following portions of this handbook focus on basic rules that should not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to counseling or other corrective action, up to and including termination of employment. Obviously, this

list is not all inclusive and there may be other circumstances for which employees may be counseled, up to and including immediate termination. If employees have any questions about these basic rules, or what we expect of our employees, please discuss them with the supervisor.

Bay City Boiler's identification of these rules does not alter the at-will nature of your employment. Described below are the basic rules we expect employees to follow. This list is not all-inclusive but should provide an overview of what is expected from our employees. Employees have the right to terminate employment at any time, with or without cause or notice, and the Company has a similar right. The at-will employment status of each employee cannot be altered by any verbal statement. It can only be changed by a legally binding, written contract covering employment status.

## **House Rules**

Our Company policies and practices are in place to create a work environment that encourages integrity, respect and allows our employees to feel comfortable and safe. Employees are expected to adhere to all Company policies and house rules and exhibit a high standard of professionalism. Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of Bay City Boiler. Appropriate conduct includes:

1. Treating all customers, visitors, and coworkers in a courteous manner
2. Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to Bay City Boiler's best interests;
3. Reporting to management suspicious, unethical, or illegal conduct by coworkers, customers, or suppliers;
4. Reporting to management any threatening or potentially violent behavior by coworkers;
5. All employees are expected to cooperating with Company investigations;
6. Complying with all Company safety and security regulations;
7. Wearing clothing appropriate for the work being performed;
8. Performing assigned tasks efficiently and in accordance with established quality standards;
9. Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time;
10. Giving proper advance notice whenever unable to report to work or report on time;
11. Smoking is permitted only at times and in places not prohibited by Company rules or local ordinances;
12. Eating meals only during meal periods and only in the designated eating areas.

Below is a list of some behaviors or conduct that is considered unacceptable. These rules may be changed or added to at any time by Bay City Boiler. Engaging in any one of the following acts may result in immediate termination of employment:

1. Engaging in or threatening acts of workplace violence, including but not limited to:
  - a. Possessing firearms or other weapons on Company property;
  - b. Fighting or assaulting a coworker or customer(s);
  - c. Threatening or intimidating a coworker or customer(s);
  - d. Engaging in any form of sexual or other harassment.

2. Reporting to work under the influence of alcohol or illegal drugs, or narcotics or using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on Company premises;
3. Disclosing trade secrets or confidential Company information;
4. Falsifying or altering any Company record or report, such as an employment application, medical reports, production records, time records, expense accounts, absentee reports, or shipping and receiving records;
5. Stealing, destroying, defacing, or misusing Company property or another employee's or customer's property;
6. Stealing money;
7. Refusing to follow management's instructions concerning a job-related matter or being insubordinate;
8. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
9. Soliciting or distributing in violation of Company policies;
10. Smoking where prohibited by local ordinance or Company rules;
11. Using profanity or abusive language;
12. Sleeping or giving the appearance of sleeping on the job;
13. Gambling on Company property;
14. Lending or borrowing money from other employees, customers, or vendors;
15. Walking off the job or the Company premises during assigned working hours without approval or authorization;
16. Playing pranks or engaging in horseplay;
17. Wearing improper attire or having an inappropriate personal appearance.

The examples of impermissible behavior described above, are not intended to be an all-inclusive list. At management's discretion, any violation of Bay City Boiler's policies or any conduct considered inappropriate or unsatisfactory may subject corrective action up to and including termination of employment.

## **Honesty and Ethical Conduct**

Employees are expected to conduct themselves at all times in a professional and ethical manner. This includes being honest and avoiding misrepresentations in all dealings with customers, vendors, and co-workers. No employee or applicant may ever falsify any application, resume, medical history record, invoice, paperwork, time sheet, timecard, investigative questionnaire, or any other document. Such conduct may result in immediate termination of employment.

## **Attendance and Punctuality**

When an employee does not show up for work, is late to work or is late returning from a break, it places an unfair burden on the rest of the team and may affect the ability to serve our customers. Therefore, each employee is expected to be present for work each day on time and to remain at his or her assigned work area through the conclusion of the scheduled shift. Absenteeism and tardiness are controllable.

Being on time is defined as being in proper uniform, clocked in and at the employee's assigned

work area at the scheduled time and ready to begin working. If the employee is going to be absent or tardy, it is the employee's responsibility to personally notify their supervisor as far in advance as possible so that proper arrangements can be made to handle the work during the employee's absence. When an employee has been absent for 3 days due to illness, the Company may require appropriate medical documentation.

### ***General Policy***

If an employee is going to be late or absent, it is the employee's responsibility to contact their immediate supervisor prior to the scheduled start time or as soon as possible prior to the scheduled start time. If the employee is required to leave work early, the employee must also personally contact their supervisor and obtain permission to leave early. The employee is responsible for personally notifying their supervisor each day they are unable to report for work.

### ***No Fault Policy***

Employees are responsible for keeping track of their discipline. Bay City Boiler will attempt to provide written notification once the employee has reached final counseling. This policy is a "NO FAULT" policy; meaning that the employee may be absent or late for any reason; excused or unexcused and discipline will be assessed accordingly unless the employee is out on an approved leave of absence or other required local or state leave.

### ***No Call No Show***

If an employee is a "no call no show" which is defined as not calling at least one (1) hour prior to the employee's shift, it is assumed that the employee has voluntarily abandoned their position with the Company unless circumstances did not allow the employee to report the absence during the shift. Reasons for "no call no shows" will be evaluated on a case-by-case basis.

**Excessive absenteeism and tardiness has a negative impact on productivity and operations and will result in corrective action up to and including termination of employment.**

## **Alcohol and Drug Policy**

### ***Purpose***

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

### ***General Policy***

Each employee has a responsibility to customers and their co-workers to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair an individual's reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results.

### ***Drug Use/Distribution/Possession/Impairment***

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on the Company property or while performing work on behalf Bay City Boiler at customer locations (including Company vehicles, parking areas), or while otherwise performing their work duties. Included within this prohibition are lawfully controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

### ***Alcohol Use/Distribution/Possession/Impairment***

Except as appropriate with work responsibilities, all employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work, on duty, or in Company vehicles. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

### ***Prescription Drugs***

The proper use of medication prescribed by an employee's physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription or nonprescription drugs which may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### ***Marijuana***

Although the state has legalized marijuana for medical purposes, the Company is not required to allow the medicinal use of marijuana in the workplace. All employees are prohibited from distributing, dispensing, possessing, or using marijuana while at work, on duty, or in Company vehicles. Furthermore, all employees are prohibited from having marijuana in their system while at work or on duty.

### ***Notification of Impairment***

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to their immediate supervisor.

### ***Who is Tested?***

**The Company** may conduct drug tests in the following circumstances:

- a. **Pre-Employment.** All candidates for employment are required to consent and submit to a drug test.
- b. **Following an on-the-job injury.** Employees may be required to submit to drug/alcohol screening whenever an employee has sustained an on-the-job injury, if the Company has reasonable suspicion to believe that drug/alcohol use was likely to have contributed to the incident, and the drug/alcohol test can accurately identify impairment caused by drug use.
- b. **Reasonable Suspicion and/or Post-Accident.** Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisor observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods. Employees involved in a workplace or vehicular accident will be required to submit to a drug test. Refusal to submit or a positive confirmed drug test may be used as a basis to terminate an employee's employment.

- c. **Annual drug Screening & Training.** Employees covered under the CBA could be screened once per calendar year under the MOST drug screening program. Mobilization, Optimization, Stabilization, Training Program.

### ***Counseling/Corrective Action***

Violation of this policy or any of its provisions may result in counseling or other corrective action, up to and including termination of employment.

### ***Enforcement Policy***

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles, etc. employees will be subject to counseling up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by supervision.

### ***Investigations/Searches***

Where a supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the Supervisor, or designee, may inspect work vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. The employee is hereby notified that locked areas or containers do not prevent a search and, thus, employees should understand there is no expectation of privacy on the Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

### ***Confirmation Testing***

All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (GC/MS) or an equivalent.

### ***Employee Assistance***

The Company expects employees who suspect they have an alcohol or drug problem to seek treatment. It is the responsibility of the employee to seek and accept assistance before drug and alcohol problems lead to disciplinary action, including termination. Failure to enter, remain or successfully complete a prescribed treatment program may result in termination of employment. Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, and participation will not prevent the Company from administering counseling for violation of its policies or relieve the employee of his or her responsibility to perform his or her job in a satisfactory, safe, and efficient manner.

### ***What Happens When an Employee Tests Positive for Prohibited Substances?***

An employee may request, in writing, a copy of their own test results from the Company's vendor for drug and alcohol testing. The individual requesting a copy of their own test results may be responsible for the cost of the same.

All employees who test positive in a confirmed substance test will be subject to counseling or other corrective action up to and including termination of employment.

In those rare circumstances in which an employee is not immediately terminated for testing positive or for some other violation of the policy, the Company, in its sole discretion, may allow the employee to return to work pursuant to the employee executing an agreement acknowledging:

- a. That they tested positive or otherwise violated the policy; and
- b. That in exchange for the Company not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Company coordinating physician in conjunction with management; to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.

### ***Returning/Continuing To Work***

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work, or continue working until they have been evaluated by a Company selected physician to determine if they can safely return to work.

### **Company Property**

Bay City Boiler will not tolerate intentional or negligent damage to its property. Bay City Boiler will not tolerate any damage to the property of a vendor, supplier, customer, visitor, or co-worker. Misuse or unauthorized use of Bay City Boiler property or the property of a co-worker or customer is also strictly prohibited.

Certain positions may be issued keys, company cell phones, or other company property. Employees are responsible for all property, materials, or written information issued to them by the Company or such property, materials or written information owned by Bay City Boiler that is in the employee's possession or control. Employees must notify their manager immediately if any company equipment is damaged, lost or stolen. Employees must return all property (including: keys, company issued cell phones) or written information immediately upon request or upon termination of employment. Bay City Boiler may take any action it deems appropriate to recover its property, materials, or written information.

Employees are also discouraged from bringing personal valuables onto Company's property. The Company is not responsible for loss or damage of personal property brought onto the Company premises.

### **Telephone, Computer and Electronic Communications**

The following policy governs the use of all Company owned telephones, computers, personal computers used for Company business, e-mail and voice mail systems, and Internet access via Company computers and/or data lines. Personal computers used for Company business include laptops or home computers connected with the Company's network on a regular or intermittent basis.

All the Company computers, e-mail and voice mail properties, and Internet access accounts are the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored or transmitted with the aid of the Company's computers, e-mail and Internet remain the sole and exclusive property of Bay City Boiler. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by Company management, employees are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other employees or third parties.
- Hacking or obtaining access to systems or accounts they are not authorized to use.
- Using other people's log-ins or passwords.
- Breaching, testing, or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies or another individuals' material must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

### ***Telephone Call Recording***

During the course of ordinary business, Bay City Boiler records office telephone lines for training purposes to ensure Bay City Boiler employees are respectful and responsible to customers. In compliance with CA Penal Code 632, Customers and employees will be made aware of telephone call recording activities.

Employees must sign the Telephone Monitoring and Recording Acknowledgment. Customers will be notified of possible monitoring through a recorded message stating: *"this call may be monitored for quality assurance and training purposes"* prior to connecting the call.

### ***Company Property***

All software that has been installed on Company computers and personal computers used for Company business is the Company's property and may not be used for any non-business, unlawful or improper purpose. In addition, all Company data that is transmitted or accessed is the exclusive property of Bay City Boiler and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of Bay City Boiler.

Upon separation of employment, no employee shall remove any software from Company-owned computers. An employee, however, shall completely remove all data collected, downloaded and/or created on personal computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business.

### ***Proper Use***

The Company provides Internet access to employees to assist in the performance of their jobs. Occasional non-business use is acceptable; however employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

Employees are strictly prohibited from using Company computers, Company e-mail, Company voice mail systems, and Company Internet access accounts, or personal computers used for Company business, for any improper purpose.

It is not possible to identify every type of inappropriate or impermissible use of the Company's computers, e-mail, voice mail and Internet systems. Employees are expected to use their best judgment and common sense at all times when accessing or using the Company's computers, e-mail, voice mail and Internet systems. The following conduct, however, is strictly prohibited:



- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, national origin, citizenship status, age, disability, or any other status protected under federal, state, and local laws.
- Employees may not use the Company's computers, e-mail, voice mail and Internet systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene, or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, client, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading, or removing any proprietary, confidential, trade secret or other information of the Company, or of the Company's clients. In addition, employees may not alter, transmit, copy, or download proprietary software, databases, and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees are strictly prohibited from using the Company's computers, e-mail or Internet systems in any manner that violates the federal Anti-Spam Law.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, e-mail, and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal business advertising through the Company's computers, e-mail, or Internet systems.
- Employees may not engage in gambling of any kind through the Company's computers, e-mail, or Internet systems.
- Employees may not engage in day trading, purchase, or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Company's computers, e-mail, or Internet systems.

### ***Unsolicited E-Mail***

Electronic mail has become an extremely important and efficient means of communication, particularly in the business world. However, the abuse of electronic mail systems, as well as the receipt and transmission of unsolicited commercial electronic mail places an incredible drain on the Company's servers and network and imposes significant monetary costs to filter and remove unsolicited e-mails from our system. To eliminate the receipt and transmission of unsolicited commercial electronic mail, the Company complies with the federal "CAN-SPAM" law. All employees are responsible for complying with the federal Anti-Spam regulations and, therefore, may not use the Company's computers, servers, network, or e-mail system to:

- Transmit unsolicited commercial electronic mail promoting the employee's personal business, goods, products, and services.
- Transmit commercial electronic messages to the Company's clients who have elected to "opt-out" of receiving the Company's electronic advertisements.
- Initiate a transmission of a commercial e-mail message that contains or is accompanied by false or misleading information.

In addition, to help the Company eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside e-mail, employees should delete unfamiliar or suspicious e-mail from outside the Company without opening it.

### ***Monitoring***

Employees should expect that any information created, transmitted, downloaded, received, or stored in Company computers or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information are password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to the Senior Supervisor.

### ***Enforcement***

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or distribute harassing messages or information, may be subject to criminal prosecution and/or substantial civil money damages.

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

## **Confidentiality**

All records and files of Bay City Boiler are property of the Company and considered confidential. No employee is authorized to copy or disclose any confidential file or record. Confidential information includes all letters or any other information, including medical and financial information, concerning past or present customers, customer lists, payroll, or employee records of past or present employees, financial records of the Company, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors and documents concerning operating procedures of the Company. All telephone calls, letters, or other requests for information about current or former employees should be immediately directed to the owner. The Company expects that employees will keep confidential Bay City Boiler's information.

### ***Outside Inquiries Concerning Employees***

Employees are prohibited from furnishing any information regarding any past or current employees to any outside source; all such inquiries should be directed to Human Resources.

Employees are not to disclose any information relating to confidential information of the Company and its related entities, products and services, operations, clients and prospects, know-how, design rights, trade secrets, market opportunities and/or business affairs as well as any artistic, creative, technical, marketing, commercial or financial information of the Company and its related entities, to any third parties (other than authorized advisors).

## **Informational Boards**

Bay City Boiler maintains informational boards as an important source of information. This informational board is to be used solely to post information approved by the Company regarding the Company policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Company. No information may be placed on this bulletin board without the approval by the Owner.

## **Insubordination**

We all have duties to perform and everyone, including supervisors, and everyone must follow directions from someone. Except in instances protected by law, it is against the Company's policy for an employee to refuse to obey the lawful direct orders from a supervisor or management official or to treat a supervisor or management official in an insubordinate manner, including but not limited to the use of profanity, inappropriate gestures, or threats.

## **Licenses & Certifications**

All work licenses and/or certifications must be obtained prior to an employee's first day of employment and must be kept current and valid during their employment with the Company.

It is the responsibility of the employee to keep work licenses and/or certifications current and in their possession at all times, when on the job. Employees are prohibited from working with expired work licenses and/or certifications. Employees should check with their supervisor for information or renewing licenses.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. If such a meeting is called and includes the employee's department or the employee individually, attendance is required. All employees must clock-in as time they participate in mandatory meetings is compensable and must be included on their time sheet.

## **Off-Duty Social and Recreational Activities**

Bay City Boiler may sponsor social or recreational activities for its employees. Employee attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Poor Performance**

Employees are expected to make every effort to learn their job, perform at a level satisfactory to the Company at all times and are encouraged to communicate with their supervisor regarding any questions about their performance expectations.

## **Company Vehicles and Driver Safety**

Eligible employees will be assigned a Company vehicle to perform their duties and will be required to sign the "Company Vehicle Receipt Acknowledgement" Form. Below are the expectations of employees that operate a Company vehicle:

- Employees driving Company vehicles must have a valid driver's license for the state of California. If an employee loses their license (driving privileges) in the state of California, must notify their supervisor, and may not drive a Company vehicle.
- Obey all traffic laws while in Company vehicles.
- Employees that operate a Company vehicle at 20+ miles per hour over the speed limit will automatically lose the ability to use a company vehicle for up to 12 months as determined by Management.
- Always wear a seatbelt while driving a Company vehicle.
- Employees will be required to take a drug test for any accidents involving a Company vehicle.
- In the event an employee receives a ticket for traffic violations including, but not limited to: speeding, parking, accident, etc. then the employee will be personally responsible for the cost of the ticket and may be subject to disciplinary action up to and including termination of employment depending on the severity and frequency of incidents.
- Monitor and ensure ongoing vehicle maintenance (i.e. oil changes, tire rotations, etc.) is completed in a timely manner.
- Any damage to a company vehicle must be reported immediately to the local policy department, company controller, and supervisor.
- Company vehicles are to be used for business purposes only.
- Non-employees are not allowed in the Company vehicle without prior authorization.
- Cell phones are not to be used while driving a Company vehicle.
- There is no smoking in company vehicles at any time.
- Employees that violate the expectation above or who unsafely operate a Company vehicle (sudden acceleration, speeding, hard braking) will be subject to corrective action up to and including termination of employment depending on the severity of the violation.

Employees may not operate Company vehicles while under the influence of drugs and/or alcohol and will be subject to termination of employment. Additionally, employees that have take-home vehicles are expected not to utilize drugs/alcohol/prescription medication/marijuana while operating the vehicle.

The Company will run a DMV check on all drivers annually for insurance purposes. Excessive driving infractions, even while on personal time, may result in the loss of Company vehicle driving privileges.

Failure to adhere to the Company Vehicles and Driver Safety policies may result in disciplinary action up to and including termination of employment.

## **Safety**

The Company is committed to providing a safe and healthy working environment for its

employees. The health and well-being of our employees is foremost among our concerns. In order to provide a safe workplace for everyone, all employees are expected to work diligently to maintain safe working conditions and to adhere to proper operating practices and procedures to prevent accidents and injuries. Employees are responsible for their own safety; every employee is expected to adhere to the safety guidelines as established by OSHA and report any potential safety hazards to their supervisor or any member of management.

In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. Employees should discuss with their supervisor additional job specific safety policies.

## **Searches and Inspections**

In order to protect the safety and property of all our employees, Bay City Boiler reserves the right to inspect employees' lockers, bags, desks, and cabinets, as well as motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Electronic mail is to be used for business purposes only during working time and is considered Company property. Voice mail may be used for business purposes only and is also considered Company property. The Company may access these items at any time, with or without prior notice, and the employee should not assume that such messages are confidential.

## **Smoking**

Employees are only permitted to smoke in designated smoking areas. In addition, employees are to keep the area clean and dispose of cigarette butts properly. Employees are only allowed to smoke during their meal breaks or rest periods.

## **Solicitation - Distribution Policy**

Our main job at the Company is to give our customers the best service possible. In order to allow employees to focus on service and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is prohibited in all working areas at all times. Similarly, non-employees may not come to the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

## **Workplace Violence**

Bay City Boiler has no tolerance for violent acts or threats of violence against our employees, applicants, supervisors, third party, customers, or vendors. No employee should commit or threaten to commit any violent act against a co-worker, applicant, supervisors, customers, third party, or vendor. Violence includes physical altercations, pushing or shoving, horseplay, intimidation, stalking and threats of violence. Any comments about violence will be taken seriously—and may result in termination of employment. Please do not joke or make offhand remarks about violence.

Employees should take any threats of violence seriously. Please bring all threats to the attention of the supervisor or any manager so that the issue can be addressed appropriately.

All threats will be thoroughly investigated and all complaints which are reported to management will be treated with as much confidentiality as possible. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

### ***What to Do in Case of Violence***

If an employee observes an incident or threat of violence (actual or perceived) that is immediate and serious, IMMEDIATELY DIAL 9-1-1 and report it to the police. If the incident or threat does not appear to require immediate police intervention, please contact the supervisor or any available manager and report it as soon as possible. All incidents will be investigated, and appropriate action will be taken. The following list of behaviors exemplifies, but does not limit, the types of actions that are prohibited:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer property or property of another employee
- Committing acts motivated by, or related to, sexual harassment or domestic violence
- Carrying or displaying any weapon

### ***No Weapons***

No weapons are allowed in our workplace. Weapons include firearms, knives, brass knuckles, clubs or bats, and explosives. If the employee's work requires the use of an item that might qualify as a weapon, the employee must receive authorization from their supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination of employment.

## **END OF EMPLOYMENT**

### **Alternative Dispute Resolution**

Bay City Boiler utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits such as reduced expense and increased efficiency which private binding arbitration can provide both Bay City Boiler and the employee, both Bay City Boiler and employee agree that any claim, dispute, and/or controversy (including but not limited to, any claims of discrimination and harassment arising under state or federal laws or regulations) that either the Company or employee may have against the other which would otherwise require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with an employee seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act. The arbitration will be conducted in conformity with the procedures for arbitration contained in the California Arbitration Act ("Act") (Cal. Code Civ. Proc. Sec. 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The following exceptions apply:

- Employees are permitted to file unfair labor practice charges with the National Labor Relations Board,
- Employees are permitted to file, and participate in, administrative charges with the Equal Employment Opportunity Commission or another state or federal administrative agency,

- Employees must file claims for medical and disability benefits under Workers' Compensation, and Unemployment Compensation claims must be filed with the state.

However, in addition to requirements imposed by law, the parties agree that they will request and receive from the American Arbitration Association a panel of arbitrators from whom a suitable arbitrator shall be selected by the parties. Bay City Boiler shall pay all fees and costs unique to arbitration. To the extent applicable in civil actions in California courts, the following shall apply and be observed:

- All rules of pleading, discovery, and evidence (including the right to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings).
- Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.
- The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity.
- Likewise, all communications during or in connection with the arbitration proceedings are privileged.
- As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings.
- All claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, collective or representative proceeding.
- Awards shall include the arbitrator's written reasoned opinion including the arbitrator's essential findings and conclusions on which the award is based and, shall be subject to confirmation, correction, or PTO in accordance with the provisions of the California Arbitration Act.

In the event that any provision of this Agreement is in conflict with a mandatory provision of applicable law, the conflicting provision shall be automatically severed, and the remainder of the Agreement construed to incorporate the mandatory provision. In the event of such automatic severance and modification with respect to a particular provision, the remainder of this Agreement shall not be affected. Additionally, if the provision of this Agreement barring the arbitrator from presiding over a class, collective or representative proceeding is determined to be unenforceable, then any class, collective or representative claims shall proceed in a judicial forum and that judicial action shall be stayed pending arbitration of the individual claims of the party seeking relief.

**EMPLOYEES UNDERSTAND THAT BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH THE COMPANY AND EMPLOYEE GIVE UP OUR RIGHTS TO TRIAL BY JURY OF ANY CLAIM THAT THE COMPANY OR I MAY HAVE AGAINST EACH OTHER.**

### **Notice of Resignation**

In the event an employee chooses to resign from their position, the Company asks that the employee provides at least two (2) weeks written notice.

### **Company Property**

Upon separation, employees are responsible for returning Company property owned by Bay City Boiler, including: keys, uniforms, credit cards, vehicles, equipment (including pagers, cell phones, computers and accessory gear such as hardware and software), and Company documents, including

electronically recorded documents and all copies.

### **Final Note**

This handbook highlights employee's opportunities and responsibilities at Bay City Boiler. It is a guide to the bright future here. By always keeping the contents of the handbook in mind, employees should be successful and happy with the work at Bay City Boiler. If an employee loses the Handbook or if it becomes damaged in any way, the employee should notify their supervisor as soon as possible to obtain a replacement copy. Once again, welcome and we look forward to working with you.



**Bay City Boiler**

**Receipt of Employee Handbook**

This will acknowledge that I have received my copy of Bay City Boiler Employee Handbook and that I will familiarize myself with its contents.

I understand that this Handbook represents the current policies, regulations, and benefits, and that except for employment at-will status, any and all policies or practices can be changed at any time by Bay City Boiler . The Company retains the right to add, change or delete wages, benefits, policies, and all other working conditions at any time (except the policy of “at-will employment” which may not be changed, altered, revised or modified by any verbal statement except by a legally binding, written contract covering employment status). This handbook shall supersede any and all prior handbooks, statements, oral or written, issued by the Company.

**I UNDERSTAND THAT NOTHING IN THE EMPLOYEE HANDBOOK CREATES OR IS INTENDED TO CREATE A PROMISE OR REPRESENTATION OF CONTINUED EMPLOYMENT AND THAT EMPLOYMENT AT BAY CITY BOILER IS EMPLOYMENT AT-WILL, THAT MAY BE TERMINATED AT THE WILL OF EITHER THE COMPANY OR MYSELF. I UNDERSTAND THAT I HAVE THE RIGHT TO TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE, AND THAT THE COMPANY HAS A SIMILAR RIGHT. I FURTHER UNDERSTAND THAT MY STATUS AS AN “AT-WILL” EMPLOYEE MAY NOT BE CHANGED BY VERBAL STATEMENTS EXCEPT BY A LEGALLY BINDING, WRITTEN CONTRACT SIGNED BY THE COMPANY. MY SIGNATURE BELOW CERTIFIES THAT I UNDERSTAND THE FOREGOING AGREEMENT THAT AT-WILL STATUS IS THE SOLE AND ENTIRE AGREEMENT BETWEEN THE COMPANY AND ME CONCERNING THE DURATION OF MY EMPLOYMENT. IT SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS (WHETHER WRITTEN OR ORAL) CONCERNING MY EMPLOYMENT WITH BAY CITY BOILER.**

This is the entire agreement between Bay City Boiler and me regarding the length of my employment and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in a legally binding contract in writing, by myself and a representative of the Company with express authority to enter into such an agreement. Oral representations made before or after I am hired do not alter this Agreement.

If any term or provision, or portion of this Agreement is declared void or unenforceable, it shall be severed, and the remainder of this Agreement shall be enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

**Bay City Boiler**

**Telephone Recording Acknowledgment**

During the course of ordinary business, Bay City Boiler records office telephone lines for training purposes and to ensure Bay City Boiler employees are respectful and responsible to customers. In compliance with CA Penal Code 632, Customers and employees will be made aware of telephone call recording activities.

Employees must sign this Telephone Recording Acknowledgment. Customers will be notified of possible monitoring through a recorded message stating: *“this call may be monitored for quality assurance and training purposes”* prior to connection.

**This form acknowledges that you understand and accept Bay City Boiler’s guidelines on telephone call recording for the purposes of customer service training and job performance feedback.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

**Bay City Boiler**

**Alternative Dispute Resolution Acknowledgement**

I understand that Bay City Boiler utilizes a system of alternative dispute resolution involving binding arbitration to resolve all disputes that may arise out of or relate to the employment context. By voluntarily agreeing to the Company's binding arbitration provision set forth on page **35 & 36**, both the Company and I give up our right to a trial by jury of any claim that the company or I may have against each other.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

**Bay City Boiler**

**Collective Bargaining Agreement (CBA) Acknowledgement**

I understand that if any provision of this handbook conflicts with any provision of a collective bargaining agreement ("CBA") to which Bay City Boiler is a signatory, such handbook provision shall not apply to any employee covered by the collective bargaining agreement. In such instances only, the Company shall apply any and all corresponding provisions of the applicable CBA. Please ask your supervisor whether you are an employee covered by a CBA, and, if so, what specific CBA is applicable to your employment.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]