

RULES OF CONDUCT

MID OREGON PERSONNEL SERVICES, INC. (PSI)

Most employees do not need a list of rules or regulations to guide their personal conduct. Normally, employees respect the person and safety of other people, and follow directives from proper authority. The following list is not intended to describe all situations where discipline may be necessary. It does represent important rules and policies that, if violated, will result in immediate disciplinary action up to and including termination of employment.

- A. Failure to report for work without notifying our office and the supervisor you are assigned to.
- B. Leaving work before quitting time without notifying and getting permission from your supervisor.
- C. Admission of consumption, bringing to, or consuming intoxicants on the job site, or reporting for duty with detectable amounts of intoxicants in your system.
- D. Non-conformance with posted fire protection programs including smoking outside designated areas.
- E. Removal of property from job site without written permission.
- F. Theft or destruction of property belonging to or in charge of another employee.
- G. Sleeping on duty.
- H. Violation of safe work rules.
- I. Intimidation and or/molestation of any individual or group of employees.
- J. Neglect of duty or loafing on the job.
- K. Gross misconduct including horseplay, fighting, or throwing anything.
- L. Destruction or defacing property due to a willful or careless act.
- M. Failure to conform to prescribed procedures.
- N. Unauthorized use or operation of equipment.
- O. Willful falsification of company records.
- P. Bringing unauthorized people to your work site.

The quality of work you do is your signature. Do your work to the best of your ability. Impress someone with your eagerness and hustle. Win yourself a full-time job.

Do not lose sight of the fact you are working for PSI. Should you have any questions or complaints regarding job assignments, wage rates, etc., contact our office and we will answer them. DO NOT take complaints to the company where you are assigned.

Should you be let go from your assigned work site, you are responsible for notifying our office as to your status. DO NOT depend upon someone else to notify us that your assignment has ended. Someone will answer our phone 7 days a week, 24 hours a day.

We are proud of all those who work at PSI and hope that you will enjoy working with us. We have found that close cooperation, mutual respect, and courtesy, are key items that make our company a good place to work. We invite your best efforts to help us achieve our goals and we sincerely appreciate your cooperation and loyalty.

I RECOGNIZE THAT IF I AM HIRED BY PSI, IT IS FOR THE SOLE AND EXCLUSIVE PURPOSE OF BEING PLACED FOR WORK IN ONE OF OUR CLIENT MILLS OR BUSINESSES.

"I HAVE BEEN ADVISED BY PSI AND UNDERSTAND THAT I AM AND WILL AT ALL TIMES DURING MY EMPLOYMENT HEREUNDER, BE COVERED BY WORKER'S COMPENSATION INSURANCE. I UNDERSTAND THAT ANY INJURY I RECEIVE WHILE IN THE EMPLOY OF PSI, AND ANY OF THE CLIENT MILLS OR BUSINESSES, WILL BE COVERED SOLELY AND EXCLUSIVELY BY WORKER'S COMPENSATION INSURANCE, AND IN CONSIDERATION OF THAT FACT AND OF THE JOB WHICH I AM GIVEN HERewith, I DO HEREBY ACKNOWLEDGE AND AGREE THAT I DO NOT HAVE NOR WILL I MAKE ANY CLAIM OR BRING ANY ACTION OR SUIT AGAINST PSI AND/OR ANY OF THE CLIENT MILLS OR BUSINESSES FOR PERSONAL INJURIES I MAY RECEIVE AS A RESULT OF WORKING THEREIN, EXCEPT A CLAIM FOR WORKER'S COMPENSATION BENEFITS."

DATE _____ SIGNATURE _____

Since the information, policies, and benefits described in the PSI handbook are subject to change, I acknowledge that revisions to the handbook may occur, and all such revisions will apply to my employment. All changes will be communicated through official written notices, and I understand that revised information may modify or eliminate existing policies described in this handbook if particular circumstances require it. Only PSI may adopt revisions to the policies in this handbook.

I have entered into my employment relationship with PSI voluntarily and acknowledge that there is no employment contract or guarantee of a specified length of employment. Accordingly, either PSI or I can terminate the relationship at will, with or without cause, at any time. Furthermore, nothing in the handbook or in any other communication, either written or oral, made at the time of hire or during the course of employment by a representative of PSI shall create or is intended in any way to create a contract of employment either expressed or implied. Only the president of PSI has the authority to enter into an agreement with anyone for any reason other than one for At-Will employment. Any such agreement must be in writing and signed by the president.

I have received, read, and understand the Employee Handbook. I further understand that it is my responsibility to comply with the policies contained in this handbook and any revision made to it.

DATE _____ SIGNATURE _____

As the potential for serious injury or death is present in many aspects of the jobs we provide, it is imperative that employees be free of substances of abuse during working hours. For this reason, applicants for employment with PSI are required to submit to a Urine Screen for substances of abuse as a condition of employment.

The Company reserves the right, at its sole discretion, to test employees on a random, periodic, or blanket testing basis. At its sole discretion, PSI may test employees who provide reasonable suspicion that the employee is impaired by drugs or intoxicants. A drug test requested or administered by a client company or its agent, or an admission of consumption of drugs or intoxicating substances to a client company or its agent, will be considered as a drug test requested or administered by PSI or its agent, or as an admission of consumption of drugs or intoxicating substances to PSI or its agent. If an employee feels his/her results are inaccurate, at his/her own expense the employee may be retested immediately.

The results will be reported only to individuals designated by the company and will be held in the strictest of confidence by all personnel who have access to the information. This information may be shared between the client representative and a PSI representative. The information gained from the testing will be used in the overall evaluation of the fitness of the applicant for the position for which they are applying.

If an employee test is positive (Opiates 300+ ng/ml, Amphet/Metham 300+ ng/ml, Phencyclidine 25+ ng/ml, Cocaine 300+ ng/ml, Cannabinoids 15+ ng/ml, Barbiturate 200+ ng/ml, alcohol any), or fails to pass a test for substances of abuse, or admits to consuming substances of abuse, he will be subject to immediate discharge. In the event of discharge the individual may apply for employment after 90 days.

Possession, use of alcohol or illicit substances, or possession of drug paraphernalia on any work site, client premises, or in client vehicles is strictly prohibited. Violation of this rule will result in dismissal of the employee from the contractor's work-site and will subject the employee to discipline up to and including discharge.

When appropriate PSI may, at its sole discretion, grant a leave of absence for the purpose of treatment and rehabilitation to an employee who makes his alcohol or drug addiction known to the company.

I have read and understand the PERSONNEL POLICY which outlines and explains the procedures and terms of the URINE SCREEN FOR SUBSTANCES OF ABUSE and agree to abide by the policy.

DATE _____ **SIGNATURE** _____

I hereby authorize PSI and the licensed laboratory selected by PSI to perform a Urinalysis on a urine specimen provided by me to test for drug use. I also give my permission to this laboratory to release the results of this drug test(s) to PSI or its agents. I understand that PSI will treat the information confidentially and may in its sole judgment utilize the report on the results of this drug test(s) to determine my suitability for employment. Additionally, I understand and agree that if the test results indicate apparent drug use, PSI may reject my application for employment, and that if I am employed, my employment may be promptly terminated.

DATE _____ **SIGNATURE** _____

These company policy statements are provided as standards and guidelines for the employer and the employee but are not considered as an employment contract between the parties. It is recognized that both the employer and the employee have reserved the right to terminate the employment relationship. Additionally, the employer reserves the right to delete, modify or expand the company policies in and beyond those expressed.

I have read the above policy statements through completely. I understand all the rules and regulations stated therein and agree to abide by the rules and the spirit of employment while employed by PSI.

DATE _____ **SIGNATURE** _____

I understand that PSI may provide their clients with copies of my personnel file and other information surrounding my employment history at PSI.

DATE _____ **SIGNATURE** _____



Company Assigned To: _____ Pay Period: _____

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name: Mid Oregon Personnel Services, Inc Company ID Number: 93-0903486

I (we) hereby authorize Mid Oregon Personnel Services, Inc., hereafter called COMPANY, to initiate all credit entries (and appropriate debit and adjustment entries) to my (our) _____ Checking Account _____ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law.

Depository (Accountholder) Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): _____ ID Number: _____
(Please Print)

Date: _____ Signature: _____

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Please attach a voided check OR a letter from your bank that shows your account and routing number. WE WILL NOT BE ABLE TO ESTABLISH DIRECT DEPOSIT WITHOUT A VOIDED CHECK OR DIRECT DEPOSIT LETTER

John Adams 01/02 123
1234 Main Street
New York, NY 12345-0000 12-34/1234

PAY TO THE ORDER OF _____ \$ _____
DOLLARS

Checking Savings Investments
New York, NY 12345-0000

FOR _____

1234567891 1234567899 0123

VOID

Direct Deposit / Automatic Payment Information Form
The fastest, most convenient way to manage your everyday financial transactions - and it's free!

Benefits To You

- Convenient - Your money is deposited automatically for you, even when you are ill, on vacation or too busy to get to the bank. Your check is deposited electronically into your Wells Fargo account.
- Fast - You have immediate access to your money on the day of deposit.
- Safe - Never worry about checks getting lost, delayed or stolen.
- Automatic Savings - Watch your savings grow when you have at least part of your pay directed to savings.
- Automatic Payments - You can also use the routing number (R/N) and account number to arrange automatic payments for your recurring bills from your checking account. Prepaid cards are not eligible for Automatic Payments. See Terms and Conditions of your card for more information.

Three Easy Steps to Set up Direct Deposit or Automatic Payments

Step 1. Gather Account Information

You must provide your information about the account where the money will be deposited or withdrawn.

Routing Number (R/N): (9 digits)
(BIC/ABA/Account R/N CHN)

Account Number:
(Maximum 17 digits - include leading zeros - do not include check number)
(BIC/ABA/Account R/N CHN)

Type of Account: ☐ Checking ☐ Savings ☐ Money Market ☐ Other

Step 2. Contact Your Employer or Payer

Use the table below to find the correct contact to learn if your payer offers direct deposit services and to provide your account information. Your payer may need you to complete a form or provide a voided check to process your request.

Type of Direct Deposit	Existing Enrollment (No change for bank currently processing deposits into account)	New Enrollment (No change for bank currently processing deposits into account)
• Salary/Payroll • Pension • Unemployment Income • Social Security (SSA) • Supplemental Security Income (SSI) • Railroad Retirement • Civil Service Retirement • Office of Personnel Management • Veterans Compensation and Pension • Other Federal Agency Benefits	• Contact your employer or other payer directly with the information on this form. • Call 1-800-772-1213 (1-800-525-0779 TTY) • Call 1-877-772-8772 (1-877-751-4701 TTY) • Call 1-888-767-6789 (1-800-478-5307 TTY) • Call 1-877-838-2778 (1-800-428-4833 TTY) or visit a Wells Fargo Bank near you. • Contact the agency directly or call Go Direct at 1-800-333-1195 to get the telephone number of your federal agency.	• Visit a Wells Fargo Bank near you or • Visit wellsfargo.com • or call Go Direct at 1-800-333-1195 • for New Enrollment only you can also visit wellsfargo.com • or call Go Direct at 1-800-333-1195

Step 3. Monitor Your Account

For direct deposit, it can take one to two months for a payer to process your request and to begin receiving electronic deposits.

Questions? Wells Fargo Phone Bank is available 24/7 at 1-800-TO-WELLS (1-800-869-3557)

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AuthenticCheckForm.com



Mid Oregon Personnel Services, Inc. Sick Leave Policy
----- **For Temporary and Leased Employees Only** -----

This Sick Leave Policy is adopted by Mid Oregon Personnel Services, Inc. (the "Company") starting January 1, 2016. Sick leave provided pursuant to this policy is exclusively for the Company's temporary and leased employees; no other employees shall be eligible to receive sick leave pursuant to this policy. Temporary and leased employees are not entitled to receive any sick leave or other paid time off except as provided in this policy.

Under this sick leave policy, an employee accrues sick leave that the employee may use for any purpose allowed under Oregon's Sick Leave Law ("OSL"). Those purposes include, for example, leave for: an employee's own mental or physical illness, injury, or health condition, or that of certain family members; any purpose covered by the Oregon Family Leave Act (which include leave for the birth of the Employee's child or placement of a child for adoption or foster care; to care for a family member with a serious health condition or the employee's own health condition; for pregnancy disability or prenatal care; to care for a sick child; and for bereavement leave); domestic violence, stalking, harassment or sexual assault; preventive health and dental care; or public health emergencies.

Sick leave will begin accruing from the employee's date of hire and may not be used prior to accrual. Additionally, no employee may use accrued sick leave until after the employee has completed 90 calendar days of employment with the Company.

Accrual rate: Each eligible employee accrues 1 hour of sick leave for every 30 hours that the employee works, up to a maximum accrual of 40 hours in each year of employment. Once an employee has accrued 40 hours of sick leave in a year of employment, the employee shall cease to accrue additional sick leave until the next anniversary of the employee's employment with the Company, at which time the employee shall once again begin accruing sick leave.

Carry over: An employee who has accrued but unused sick leave at the end of each year of employment with the Company may carry over into the following year up to 40 hours of accrued but unused sick leave. Any accrued but unused sick leave in excess of 40 hours automatically lapses at the end of each year of employment and may not be used by the employee thereafter.

Annual usage cap: An employee may not use more than 40 hours of sick leave in any year.

Requesting sick leave: Employees must submit their sick leave request as soon as practicable and, except in the case of an unforeseeable need for such leave, no later than ten days in advance of the date on which the leave is to begin. For foreseeable uses of sick time, employees must make a reasonable attempt to schedule their use of sick time in a manner that does not unduly disrupt the Company's operations. Requests for sick leave where the employee has accrued sick leave remaining, and where the request is covered by OSL, however, shall not be denied.

The Company understands that, from time to time, situations arise in which meeting the requirements for advance notice is not possible and will make exceptions as needed and as the Company is able to do so. Consistent or other failure to meet these notice requirements, however, may lead to disciplinary action with respect to the employee.

Termination of Employment: On termination of an employee's employment the Company, the employee's accrued but unused sick leave time will automatically lapse and the value of that accrued but unused sick leave time will not be paid to the employee. However, if an employee becomes reemployed with the Company within 180 days of the date of termination of the employee's employment, then, on reemployment, the employee shall automatically be granted any accrued but unused sick leave time that the employee had as of termination.

No Retaliation or Discrimination: The Company strictly prohibits retaliation toward any employee for inquiring about the employee's entitlement to leave that is covered by the OSL, submitting a request for such leave, taking leave pursuant to OSL to which the employee is entitled, participating in an investigation, proceeding, or hearing relating to OSL, or invoking, in good faith, any provision of the OSL law. Employees who believe they have witnessed or experienced any such retaliation or discrimination should contact the owners of the Company.

Print: X_____

Sign: X_____

Date: _____

Workplace Accommodations Notice

Mid Oregon Personnel is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

Mid Oregon Personnel will make reasonable accommodations for known physical or mental disabilities of an applicant or employee as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship. Among other possibilities, reasonable accommodations could include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation

For this reason, Mid Oregon Personnel will not:

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

To request an accommodation or to discuss concerns or questions about this notice, please contact any one of our supervisors or call at 541-447-1299 for the human resources department.



Influencing Attitudes for Safety

Do Attitudes Matter?

Attitudes have a great deal to do with how staff members perform their daily tasks. Some types of attitudes are conducive to safety and some types lead toward accidents and injury.

Attitudes- The Bad Ones:

- i Safety is a matter of chance- I will get hurt when my number comes up.
- i It is necessary to take chances to get my job done.
- i If I know what I'm doing, I can take risks and get away with it.
- i This organization does not really care about safety.
- i My coworkers will not respect me if I am always being careful.

Attitudes- The Good Ones:

- i Accidents have causes- they can be prevented.
- i Accidents interfere with production- safe work is efficient work.
- i The organization is truly interested in safety and so are the people who work here.
- i My coworkers will respect me if I show good judgment and work safely.
- i Working safely is a mark of skill. We are proud of our safety record.

There are many other attitudes for safety. If we accept and express positive attitudes for safety those around us will do the same and safety will become a part of our daily conversation.

Create a Culture of Safety:

Attitudes grow and, like anything that grows, they flourish best in favorable environments. If we create a good environment for safety and working for safety, everyone will be influenced by what they see.

New Staff are strongly influenced by the behavior of the veteran workers and supervisors. Be sure they are given the correct direction right from the start.

Attitudes for safety will grow if people take part in discussions about how accidents can be prevented.





The Culture of MidOregon Personnel

At Mid Oregon Personnel, we care about the safety, health and well being of our employees. We value the contributions our employees make toward our success. We support the communities in which we operate, and we value honesty, integrity, and teamwork.

We Value Our Employees

Our business operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions. At Mid Oregon Personnel, everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of our services.

Safety Policy

At Mid Oregon Personnel, no phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees. No job will be considered properly completed unless it is performed in a safe manner.

Mid Oregon Personnel is concerned about the health and good work habits of its employees. In the event you are injured or unable to perform your job, we want to help you obtain the best treatment, so you can return to your regular job as soon as possible.

Zero Tolerance, Substance of Abuse Free Workplace

The company has a vital interest in maintaining a safe, healthy and efficient workplace for the benefit of its employees, clients and the public. The use of performance impairing drugs can cause avoidable injuries to employees, damage to property and productivity losses. In our efforts to provide a safe workplace, we have a substance abuse policy. Reporting to work under the influence of any intoxicant, legal or otherwise, is prohibited. The use, possession, transfer or sale of illegal substances, alcohol, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is strictly prohibited and may result in immediate disciplinary action up to and including termination.

Return to Work

If an employee is injured on the job, our goal is to assist in obtaining medical treatment and return the employee to work as soon as possible. Our employees also have responsibilities for notifying us of their condition and providing appropriate information to assist in the Return to Work process. Through this joint effort, recoveries are faster and employees return to productive work environments sooner.

I have read Mid Oregon Personnel's Company Culture statement and understand the commitment to the safety and health of employees and customers/clients.

Print name

Signature

Date

Employee's Withholding Certificate

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

2024

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying surviving spouse <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at www.irs.gov/W4App.

Step 2: Multiple Jobs or Spouse Works	Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs. Do only one of the following. (a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; or (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; or (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate <input type="checkbox"/>
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Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 \$ _____ Multiply the number of other dependents by \$500 \$ _____ Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here	3	\$
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$
	(c) Extra withholding. Enter any additional tax you want withheld each pay period . .	4(c)	\$

Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	Employee's signature (This form is not valid unless you sign it.)		Date
Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

2024 Form OR-W-4

Page 1 of 1, 150-101-402
(Rev. 08-18-23, ver. 01)

Oregon Department of Revenue



Office use only

Oregon Withholding Statement and Exemption Certificate

First name	Initial	Last name	Social Security number (SSN)	<input type="checkbox"/> Redetermination
Address			City	State ZIP code

Note: Your eligibility to claim a certain number of allowances or an exemption from withholding may be subject to review by the Oregon Department of Revenue. Your employer may be required to send a copy of this form to the department for review.

- Select one:** ☐ Single ☐ Married ☐ Married, but withhold at the higher single rate.
Note: Select "Single" if you're married but legally separated or your spouse is a non-U.S. citizen without permanent resident status.
- Allowances.** Total number of allowances you're claiming on line **A4**, **B15**, or **C5**.
See worksheets in the instructions. If you skip the worksheets and aren't exempt, enter **0**..... 2.
- Additional amount**, if any, you want withheld from each paycheck..... 3.
- Exemption from withholding.** I certify my wages are exempt from withholding and I meet the conditions for exemption as stated on page 2 of the instructions. Complete **both** lines below:
 - Enter your exemption code. (See instructions) 4a.
 - Write "Exempt" 4b.

Sign here. Under penalty of false swearing, I declare the information provided is true, correct, and complete.

Employee signature (This form isn't valid unless signed.)	Date
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Employer use only.

Employer name	Federal employer identification number (FEIN)		
Employer address	City	State	ZIP code

— Submit this form to your employer —



Employment Eligibility Verification

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

USCIS

Form I-9

OMB No.1615-0047

Expires 07/31/2026

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)		
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number	
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):					
		<input type="checkbox"/> 1. A citizen of the United States					
		<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)					
		<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)					
		<input type="checkbox"/> 4. A noncitizen (other than Item Numbers 2. and 3. above) authorized to work until (exp. date, if any)					
		If you check Item Number 4. , enter one of these:					
		USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance	
Signature of Employee					Today's Date (mm/dd/yyyy)		

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C	
Document Title 1						
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 2 (if any)		Additional Information				
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 3 (if any)						
Issuing Authority		<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.				
Document Number (if any)						
Expiration Date (if any)						
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):	
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative			Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code			

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

NEW HIRES COMPLETING THE PAPER NEW HIRE PACKET:

Please include either one piece of ID from list A or TWO PIECES of ID, one from list B and one from list C.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A		LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity	AND Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central . The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	
		For persons under age 18 who are unable to present a document listed above:	
		10. School record or report card	
		11. Clinic, doctor, or hospital record	
		12. Day-care or nursery school record	
Acceptable Receipts			
May be presented in lieu of a document listed above for a temporary period.			
For receipt validity dates, see the M-274.			
<ul style="list-style-type: none">• Receipt for a replacement of a lost, stolen, or damaged List A document.• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.• Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

Safety Orientation Checklist for New Employees

Safety Mission Statement

Mid Oregon Personnel Services has a strong commitment to ensuring the personal safety of all of its employees. At Mid Oregon Personnel we believe safety begins with you, the individual employee. If you assume primary responsibility for your own safety, you will not be injured. This attitude is pivotal to the success of any safety program in any company to which you are assigned.

____ **Injury Reporting Policy:**

Worker has been told to notify his/her supervisor immediately after receiving any injury that breaks the skin or causes serious pain. Injuries causing less pain are still to be reported if the pain is still present at the start of the next shift. In both cases the worker will contact Mid Oregon Personnel as well. Employee agrees to notify Mid Oregon Personnel before seeking medical attention for any work related injury unless it is a medical emergency. **Failure to notify Mid Oregon Personnel before seeking medical attention for any work related injury, unless it is a medical emergency, will result in termination.** _____

____ **General Safety Rules:**

Worker has received, read, understands, and agrees to follow the policies of the Rules of Conduct and company Handbook including the general safety rules.

____ **Energy Control (Lockout/Tagout):**

No employee is authorized to work on any equipment without specific training about that piece of equipment. This training must include instruction about de-energizing the machine and isolating it from its power source.

____ **Chemical Hazards:**

The Host employer will have a list of any hazardous chemicals. There will be a Material Safety Data Sheet for each chemical. The MSDS identifies the chemical, the specific hazard, and what to do if exposed to the chemical. Worker must ask about such chemicals and get instruction about how to read those specific MSD sheets.

Various Hazards: ____ **Hearing Conservation.** Basically if you have to raise your voice to communicate, you need hearing protection. Ask your supervisor. ____ **Fall Protection.** If your feet are more than four feet off the ground, you need fall protection. This protection will generally be job specific. Ask your supervisor. ____ **Personal Protective Equipment.** This will vary from job to job. Ask your supervisor what is required. ____ **Generic Hazards.** Think in terms of what job you are sending the employee to. E.g. in a mill, rings, bracelets, long hair and baggy clothes are dangerous. Is there need for specific footwear, etc.

Employee

Date

Trainer

Date



**Individual Characteristics Form (ICF)
Work Opportunity Tax Credit**

1. Control No. (For Agency use only)	APPLICANT INFORMATION (See instructions on reverse)	2. Date Received (For Agency Use only)
EMPLOYER INFORMATION		
3. Employer Name	4. Employer Address and Telephone	5. Employer Federal ID Number (EIN)
APPLICANT INFORMATION		
6. Applicant Name (Last, First, MI)	7. Social Security Number	8. Have you worked for this employer before? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, enter last date of employment: _____
APPLICANT CHARACTERISTICS FOR WOTC TARGET GROUP CERTIFICATION		
9. Employment Start Date	10. Starting Wage	11. Position
12. Are you at least age 16, but under age 40? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, enter your <i>date of birth</i> _____		
13. Are you a Veteran of the U.S. Armed Forces? Yes <input type="checkbox"/> No <input type="checkbox"/> If NO, go to Box 14. If YES, are you a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (Food Stamps) for at least 3 months during the 15 months before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, enter name of <i>primary recipient</i> _____ and <i>city and state</i> where benefits were received _____. OR, are you a veteran entitled to compensation for a service-connected disability? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES, were you discharged or released from active duty within a year before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/> OR, were you unemployed for a combined period of at least 6 months (whether or not consecutive) during the year before you were hired? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
14. Are you a member of a family that received Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps) benefits for the 6 months before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/> OR, received SNAP benefits for at least a 3-month period within the last 5 months But you are no longer receiving them? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES to either question, enter name of <i>primary recipient</i> _____ and city _____ And <i>state</i> where benefits were received _____.		
15. Were you referred to an employer by a Vocational Rehabilitation Agency approved by a State? Yes <input type="checkbox"/> No <input type="checkbox"/> OR, by an Employment Network under the Ticket to Work Program? Yes <input type="checkbox"/> No <input type="checkbox"/> OR, by the Department of Veterans Affairs? Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Are you a member of a family that received TANF assistance for at least the last 18 months		

before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/>	
OR , are you a member of a family that received TANF benefits for any 18 months beginning after August 5, 1997, and the earliest 18-month period beginning after August 5, 1997, ended within 2 years before you were hired? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
OR , did your family stop being eligible for TANF assistance within 2 years before you were hired because a Federal or state law limited the maximum time those payments could be made? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If NO , are you a member of a family that received TANF assistance for any 9 months during the 18-month period before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If YES, to any question , enter name of <i>primary recipient</i> _____ and the <i>city and state</i> where benefits were received _____	
17. Were you convicted of a felony or released from prison after a felony conviction during the year before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES , enter <i>date of conviction</i> _____ and <i>date of release</i> _____. Was this a Federal _____ or a State conviction _____? (Check one)	
18. Do you live in an Empowerment Zone or Rural Renewal County (RRC)? Yes <input type="checkbox"/> No <input type="checkbox"/>	
19. Do you live in an Empowerment Zone and are at least age 16, but not yet 18, on your hiring date? Yes <input type="checkbox"/> No <input type="checkbox"/>	
20. Did you receive Supplemental Security Income (SSI) benefits for any month ending within 60 days before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/>	
21. Are you a veteran unemployed for a combined period of at least 6 months (whether or not consecutive) during the year before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/>	
22. Are you a veteran unemployed for a combined period of at least 4 weeks but less than 6 months (whether or not consecutive) during the year before you were hired? Yes <input type="checkbox"/> No <input type="checkbox"/>	
23. Are you an individual who is or was in a period of unemployment that is at least 27 consecutive weeks and for all or part of that period you received unemployment compensation? Yes <input type="checkbox"/> No <input type="checkbox"/> If YES , what state did you receive unemployment compensation in? _____ <div style="text-align: right;">(Enter state where UI compensation was received)</div>	
24. Sources used to document eligibility: (Employers/Consultants: List all documentation provided or forthcoming. For SWA Staff: List all documentation used in determining target group eligibility and enter your initials and date when the determination was made.)	
I certify that this information is true and correct to the best of my knowledge. I understand that the information above may be subject to verification.	
25(a). Signature: (See instructions in Box 25.(b) for who signs this signature block)	25.(b) Indicate with a ✓ mark who signed this form: <input type="checkbox"/> Employer, <input type="checkbox"/> Consultant, <input type="checkbox"/> SWA, <input type="checkbox"/> Participating Agency, <input type="checkbox"/> Applicant, or <input type="checkbox"/> Parent/Guardian (if applicant is a minor)
26. Date:	

Pre-Screening Notice and Certification Request for the Work Opportunity Credit

OMB No. 1545-1500

► Information about Form 8850 and its separate instructions is at www.irs.gov/form8850.

Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.

Your name _____ Social security number ► _____

Street address where you live _____

City or town, state, and ZIP code _____

County _____ Telephone number _____

If you are under age 40, enter your date of birth (month, day, year) _____

- 1 ☐ Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if **any** of the following statements apply to you.
- I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 18 months.
 - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
 - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
 - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
 - a.** Received SNAP benefits (food stamps) for the past 6 months; **or**
 - b.** Received SNAP benefits (food stamps) for at least 3 of the past 5 months, **but** is no longer eligible to receive them.
 - During the past year, I was convicted of a felony or released from prison for a felony.
 - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
 - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.
- 3 ☐ Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 4 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.
- 5 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 6 ☐ Check here if you are a member of a family that:
- Received TANF payments for at least the past 18 months; **or**
 - Received TANF payments for any 18 months beginning after August 5, 1997, **and** the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years; **or**
 - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.
- 7 ☐ Check here if you are in a period of unemployment that is at least 27 consecutive weeks and for all or part of that period you received unemployment compensation.

Signature—All Applicants Must Sign

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature ► _____

Date _____

For Employer's Use Only

Employer's name _____ Telephone no. _____ EIN ► _____

Street address _____

City or town, state, and ZIP code _____

Person to contact, if different from above _____ Telephone no. _____

Street address _____

City or town, state, and ZIP code _____

If, based on the individual's age and home address, he or she is a member of group 4 or 6 (as described under *Members of Targeted Groups* in the separate instructions), enter that group number (4 or 6) ► _____

Date applicant:

Gave information _____	Was offered job _____	Was hired _____	Started job _____
---------------------------	--------------------------	--------------------	----------------------

Under penalties of perjury, I declare that the applicant provided the information on this form on or before the day a job was offered to the applicant and that the information I have furnished is, to the best of my knowledge, true, correct, and complete. Based on the information the job applicant furnished on page 1, I believe the individual is a member of a targeted group. I hereby request a certification that the individual is a member of a targeted group.

Employer's signature ►**Title****Date**

Privacy Act and Paperwork Reduction Act Notice

Section references are to the Internal Revenue Code.

Section 51(d)(13) permits a prospective employer to request the applicant to complete this form and give it to the prospective employer. The information will be used by the employer to complete the employer's federal tax return. Completion of this form is voluntary and may assist members of targeted groups in securing employment. Routine uses of this form include giving it to the state workforce agency (SWA), which will contact appropriate sources to confirm that the applicant is a member of a targeted group. This form may also be given to the Internal Revenue Service for administration of the Internal Revenue laws, to the Department of Justice for civil and

criminal litigation, to the Department of Labor for oversight of the certifications performed by the SWA, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping . . . 6 hr., 27 min.

**Learning about the law
or the form** 24 min.

**Preparing and sending this form
to the SWA** 31 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments from www.irs.gov/formspubs. Click on "More Information" and then on "Give us feedback." Or you can send your comments to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send this form to this address. Instead, see *When and Where To File* in the separate instructions.

LES SCHWAB TIRE CENTERS
EXPLANATION OF WORKERS' COMPENSATION CLAIMS PROCEDURE

Worker Responsibility

1. Any work related injury must be reported to your supervisor or manager immediately. File a claim with Sedgwick by calling 1-866-612-2189 and choose option 2. If you need to speak to a nurse prior to seeking medical attention, choose option 1.
2. Before seeking any medical treatment for a work related injury you must inform your manager or supervisor *unless you have sustained a serious injury which prevents you from doing so*. You must check in immediately after seeking medical treatment. If it is after hours or on Sunday please contact your supervisor or manager on their cell phone.
3. If you are unable to work because of a work related injury, you must check in with your manager or supervisor every seven days in person or by telephone to certify time loss. You are also required to provide your manager or supervisor with updated work releases after every doctor's appointment or at a minimum every thirty days.
4. If you are released to return to work by your physician after being on Workers' Compensation time-loss, you must notify your manager or supervisor within 24 hours of your release to return to work. If you do not notify the appropriate person, you risk the loss of your placement with the Les Schwab Company.
5. All claims for a work related injury will be administered by Sedgwick Claims Management Services, Inc. This includes the processing of time-loss checks, medical information and any billings you may receive. If you are receiving time-loss benefits, you are required to provide your supervisor or manager with updated work releases before your next time-loss check will be issued. Any questions regarding your workers' compensation claim should be directed to your claims examiner at Sedgwick. You will receive a packet in the mail with contact information.
6. Les Schwab may make reasonable accommodations to any injured worker by providing a light-duty assignment when or where it is available. If you are placed in a light-duty assignment temporarily because of weight restriction(s) while recovering from the injury, you need to remember it is not a permanent position. Les Schwab has no permanent light-duty positions.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CONTACT THE LES SCHWAB HEADQUARTERS WORKERS' COMPENSATION DEPARTMENT AT (888) 821-4440 Option 1.

I acknowledge that I have read the above Workers' Compensation explanation and agree that I will comply with these requirements as a condition of my placement at Les Schwab. further understand that nothing in this document creates an employment relationship between me and Les Schwab.

Applicant Signature

Date

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is agreed to by _____ ("Contractor")
in favor of Les Schwab Warehouse Center, Inc., an Oregon corporation (the "Company").

RECITALS:

- A. The Company is engaging Contractor as an independent contractor of the Company and Contractor may receive and have access to the Company's confidential information.
- B. The Company is requiring Contractor to sign and deliver this Agreement before engaging Contractor.

AGREEMENT

SECTION 1 DEFINITIONS

"**Confidential Information**" means all information related to the Company that is received or accessed by Contractor, including but not limited to business models, customer and supplier lists, marketing plans, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems processes, and computer software.

"Representatives" means directors, officers, managers, employees, subcontractors, agents, consultants, advisors, and other authorized representatives.

SECTION 2 OBLIGATIONS OF CONTRACTOR

2.1 Use Restrictions and Nondisclosure Obligations.

- (a) Contractor will not use Confidential Information for any purpose without the Company's specific prior written authorization, except Contractor may use Confidential information to perform Contractor's duties as an independent contractor of the Company.
- (b) Contractor will not disclose Confidential Information to any person without the Company's specific prior written authorization, except Contractor may disclose Confidential Information:
 - (1) on a need-to-know basis, to Representatives of Contractor who are informed by the Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under this agreement.
 - (2) on a need-to-know basis, to Representatives of the Company; or
 - (3) in accordance with a judicial or other governmental order, but only if Contractor promptly notifies the Company of the order and complies with any applicable protective or similar order.
- (c) Contractor will cause Contractor's Representatives to comply with the provisions of this Section 2.

2.2 Notification and Assistance Obligations. Contractor will:

- (a) promptly notify the Company if any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement; and
- (b) assist the Company in every reasonable way to retrieve any Confidential Information that was used or disclosed by Contractor or a Representative of Contractor without the Company's

specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

2.3 **Exceptions.** Contractor will not breach Section 2.1 or Section 2.2 by using or disclosing Confidential Information if Contractor demonstrates that the information used or disclosed:

- (a) is generally available to the public other than as a result of a disclosure by Contractor or a Representative of Contractor;
- (b) was received by Contractor from another person without any limitations on use or disclosure, but only if Contractor had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation; or
- (c) was independently developed by Contractor without using Confidential Information.

2.4 **Return of Confidential Information.** Upon the Company's request or the termination of Contractor's independent contractor relationship with the Company, Contractor will promptly return to the Company all materials furnished by the Company containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of Contractor.

SECTION 3 NO TRANSFER

This Agreement does not transfer any ownership rights to any Confidential Information.

SECTION 4 NO REPRESENTATIONS OR WARRANTIES

The Company makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of Confidential Information.

SECTION 5 RELATIONSHIP

Nothing in this Agreement creates an employment relationship between Supplier and Company. Supplier will not be an employee of Company for any purpose. Supplier will be free from direction and control over the means and manner of providing the Services, subject only to the right of Company to specify the desired results. Supplier will have the authority to hire other persons to provide or to assist in providing the Services and will have the authority to fire those persons. Either the Supplier or the Company may terminate the relationship at any time.

Dated effective: _____

Contractor:

By: _____
Name: _____
Title: _____

LEASED WORKER ACKNOWLEDGMENT OF SELECTED LES SCHWAB POLICIES

I hereby acknowledge that I have received a copy of the following Les Schwab Policies:

- Policy #6 (Drug & Alcohol Policy)
- Policy #28 (Electronic Communications Policy)
- Policy #31 (Appearance and Dress Policy)
- Policy #33 (Non-Discrimination and Anti-Harassment Policy)
- Policy #34 (Work Practices Policy)

I have had the opportunity to review these Policies and understand I will be able to access them at any time on the Les Schwab Intranet. I understand that Les Schwab may, in its sole discretion, amend, eliminate, or deviate from the Policies as circumstances warrant.

I understand and agree that compliance with all Les Schwab Policies, including those set forth above, is a condition to my continued assignment with Les Schwab. I further understand that failure to comply with these Policies (or any other term or condition of my assignment) may result in immediate disciplinary action, including termination of my assignment.

I further acknowledge and understand Les Schwab may request the termination of my assignment at any time without notice or cause.

Leased Worker Signature

Printed Name

Date

LES SCHWAB TIRES

Policy #6

Effective:
January 1, 2017

DRUG AND ALCOHOL POLICY

- A. **Purpose:** The use of alcohol or drugs, or being under the influence of alcohol or drugs in the workplace:

1. Creates a grave risk of harm to the health and safety of our employees, our customers and the public in general;
2. Severely impairs the efficient and proper administration and operation of our business;
3. Causes irreparable harm to our hard-earned image and reputation for trustworthiness, reliability and honesty;
4. Prevents our employees from performing the functions of their job.

The purpose of this policy is to prevent these serious problems by ensuring a workplace free of alcohol or drug use, thus assuring greater safety for our employees, customers and the public at large.

- B. **Policy:** The following conduct is strictly prohibited and will result in immediate disciplinary action, up to and including termination:

1. Reporting for work under the influence of alcohol or drugs;
2. The use or possession on Company premises or in Company vehicles of alcohol or drugs; or
3. The sale, purchase, or other transfer (whether for sale or not) on Company premises or in Company vehicles of alcohol or drugs.

- c. **Required Testing (all States except Montana):** The Company will conduct testing for the presence of alcohol and/or drugs at the following times for all employees:

1. Immediately following a conditional offer of employment;
2. Upon reasonable suspicion that an employee is under the influence of alcohol or drugs.

3. Prior to an employee's return to work following their successful completion of a professional assistance program.
 4. For maintenance of safety for employees or the general public.
 5. As a criteria for consideration for promotion to a store management position (all States except Montana and California).
- D. **Random Testing (all States except Montana and California):** The Company will conduct testing for the presence of alcohol and/or drugs randomly (and without prior announcement) under non-discriminatory testing methods established by the Company. All Les Schwab employees will be subject to such random testing.
- E. **Random Testing (California only):** For employees in California only, the Company will conduct testing for the presence of alcohol and/or drugs randomly (and without prior announcement) under non-discriminatory testing methods established by the Company, and as provided in this paragraph.
1. The Company employs various persons who work in "safety-sensitive" positions as listed below. If their judgment at work is impaired by the influence of alcohol or drugs, the performance of their duties could cause serious, if not catastrophic, personal injuries or death to customers, employees, or the public at large. Accordingly, in addition to the Required Testing identified above, each employee in such "safety-sensitive" classifications will be randomly tested to assure they are not working under the influence of alcohol or controlled substances. These "safety-sensitive" positions include all persons performing or supervising the servicing of customer vehicles or working with equipment in the service bays as follows:
 - a. Manager
 - b. Area Store Assistant Manager
 - c. Assistant Manager
 - d. Brake & Alignment Technician
 - e. Sales & Service
 - f. Sales & Service Professional
 - g. Fleet Tire
- F. **Testing Procedures:**
1. All testing will be administered by an independent testing laboratory, either at the workplace in a private location or at the testing laboratory. In either event, an employee advised to report for such testing must report for such testing at the scheduled date and time, or the failure to appear for such testing will be grounds for discipline, up to and including termination.

2. The employee may obtain his or her own alcohol and/or drug test from any independent testing laboratory (provided such sample is taken within 24 hours of obtaining the result of company-ordered testing) and present the results of such testing in connection with the Company's employment decision related to the validity of such testing. The Company may consider the results of such employee-initiated testing, but is not required to accept the validity of results of such testing.

G. Test Results:

1. If any applicant or employee subject to any testing under this Policy refuses to participate in testing, or attempts to switch or adulterate any testing sample, such person, if an applicant, will be ineligible for employment. If any employee refuses to participate in testing, or attempts to switch or adulterate any testing sample, such employee will be subject to immediate disciplinary action, up to and including termination.
2. If the results of a test administered to an applicant following a conditional offer of employment establish that he or she is under the influence of alcohol or drugs, such applicant will be ineligible for employment with the Company.
3. If the results of a test administered to an employee establish that he or she is under the influence of alcohol or drugs, such employee will be subjected to immediate disciplinary action, including termination.

H. Notice: All new employees will receive notice of this Policy in connection with any offers of employment.

I. Impairing Prescription Medications: Employees may not report to work while using potentially-impairing prescription medications, unless the employee's attending physician has advised the employee the prescription medication will not affect the employee's ability to work safely. Working while under the influence of an impairing prescription medication may result in disciplinary action up to and including termination.

J. Opportunity for Re-employment: Employees who are terminated for any violation of this Policy may one-time apply for re-employment as a new applicant one year following the date of termination. If the employee is terminated again for any violation of this Policy, the employee will forever be barred from re-employment.

K. Forfeiture: Employees who are terminated for any violation of this Policy will, where permitted by law, forfeit all benefits accrued pursuant to the Les Schwab Dividend, Les Schwab Bonus and Les Schwab Employee Benefits Plan.

L. Right to Search: The Company will have the right, upon reasonable suspicion, to search employees and their personal property for alcohol or drugs while on the Company's premises or in the Company vehicles. Refusal by an employee to submit to such search will subject the employee to immediate disciplinary action, including termination. In addition, all desks, lockers, machines and Company purchased items

remain the property of the Company, and the Company will have the right to search them at any time.

- M. **Employee Assistance:** Any employee may one-time voluntarily disclose that employee's alcohol or drug dependency to the Company and seek professional assistance to overcome such dependency without being in violation of this Policy so long as the employee was not already determined by the Company to be in violation of this Policy. Employees who seek such professional assistance will be eligible, if otherwise qualified, for the Company's paid absence program and all applicable benefits under the Company's medical plan. Employees may obtain information regarding employee assistance programs from the Employee Benefits Department. For purposes of this Policy, an employee seeking professional assistance pursuant to a court order will not be considered as voluntarily seeking professional assistance. Employees who successfully complete a professional assistance program will be required to submit to an alcohol and/or drug test prior to returning to work. If the test results establish that the employee is under the influence of alcohol or drugs, such employee will be subject to immediate disciplinary action, including termination.

N. **Definitions:**

1. Alcohol means any beverage containing ethyl alcohol (ethanol);
2. Drugs mean any substance listed in Scheduled 1 through V of the Uniform Controlled Substances Act, except when used according to a prescription validly issued under state and federal law.
3. Reasonable Suspicion means any act, conduct, event or circumstance leading the Company to reasonably believe an employee possesses or is under the influence of alcohol or drugs in violation of this Policy. Such act, conduct, event or circumstance may include, without limitation, the following:
 - a. Noticeable odor of alcohol or drugs on the person of the employee;
 - b. A significant change in an employee's appearance, behavior or speech;
 - c. Arrest or conviction at any time for driving under the influence of intoxicants;
 - d. Arrest or conviction at any time for the use, sale, possession or manufacture of drugs;
 - e. The discovery of drug paraphernalia in the possession of an employee, on Company premises or in Company vehicles;
 - f. Excessive absenteeism or tardiness without proper medical verification;
 - g. Information furnished to store managers by any customer or co-employee that provides objective information to lead to a belief the employee is under the influence of alcohol or drugs.

4. Under the Influence means the detectable level of alcohol or drugs in the employee's sample identified by the applicable testing method or any noticeable or perceptible impairment of the employee's mental or physical faculties.
 5. Testing means the collection and analysis of samples necessary to determine if an employee is under the influence of alcohol or drugs. All testing procedures will be established by the Company. Testing may include, without limitation, urinalysis, and blood analysis.
 6. Professional Assistance means medical and/or psychological treatment for alcohol or drug abuse or dependency by a provider properly licensed to furnish such services. Treatment may be on an in-patient or out-patient basis.
- O. Guidelines for DOT-Regulated Employees: The Company will adopt and maintain drug and alcohol guidelines for employees who operate commercial vehicles in the course of their job duties ("**DOT guidelines**"). The DOT guidelines will apply to those employees who are covered by DOT regulations and are in addition to the provisions of this Policy. An employee's failure to comply with the DOT guidelines may result in disciplinary action up to and including termination of employment. From time to time the Company will review and amend the DOT guidelines as necessary to comply with DOT regulations.
- P. Administration: This Policy will be administered in a manner consistent with the laws of the state in which the affected employee is employed and will be reviewed and amended as necessary. If any provision of this Policy is determined to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

Prior Policy - 11/20/89; 10/1/92; 4/20198; 4/1/04; 1/1/09; 1/1110; 10/1/11; 1/1/12; 1/1/14; 1/1/15

LES SCHWAB TIRES

Policy #28

Effective:
January 1, 2017

ELECTRONIC INFORMATION AND COMMUNICATIONS POLICY

- A. **Purpose:** Les Schwab ("Company") provides its employees with electronic information and communications devices and systems (referred to in this Policy as the "Systems") to facilitate business communications and enhance productivity. The term "Systems" means Company-owned or supplied telephones, cell phones, pagers, voice mail, e-mail, fax machines, modems, servers, cloud solutions, computers, software and electronic networks such as the Internet or Intranet and any information contained on such Systems. The purpose of this Policy is to establish standards for use of the Systems and for any electronic communications by employees which reference the Company. This Policy applies to any person who has been granted access to the Systems, through any medium, to perform duties or services for the Company (each a "Covered Person").
- B. **Ownership/Privacy:** All information, data, products and documents stored or created on or in the Systems belong to the Company, regardless of who owns the device used to access the Systems. No Covered Person has an expectation of a right of privacy when using any of the Systems. This means:
1. A Covered Person's use of the Systems may at any time be inspected, viewed, recorded and/or disclosed by the Company without notice or restriction. The Company may exercise its right at any time to access and use this information.
 2. When a Covered Person uses a mobile device to access the Systems, the Company retains the right to remotely erase or "wipe" Company data from the device for security reasons or at the termination of employment. If the Company owns the device, it may wipe all data from the device.
 3. If a Covered Person owns a mobile device and uses it to access the Systems, he or she must immediately report loss or theft of the device to the Company.
- C. **Security/Appropriate Use:** The Company's Information Systems Department must approve in advance all software and hardware of any kind used in connection with the Systems. Each Covered Person must comply with all Company procedures and guidelines relating to security and privacy of the Systems, including the creation, format

and scheduled changes of passwords and the use of personal devices to access the Systems. A Covered Person must immediately report any known or suspected violations of this Policy or any Company procedures or guidelines regarding use of the Systems.

- D. **Confidentiality and Proprietary Rights.** No Covered Person may disclose the Company's confidential and/or proprietary information through business or personal use of the Systems, including e-mail, text messaging, internet access, social media and telephone conversations and voice mail, except as specifically authorized and required by their job duties or scope of services. Each Covered Person is prohibited from using the Systems in any way that would infringe or violate the proprietary rights of third parties.
- E. **Prohibited Communications:** The Systems may not be used to transmit, retrieve or store any information, data or communications which are:
1. Derogatory, harassing, defamatory, demeaning or threatening to any individual or group or to the Company.
 2. Illegal, obscene or a violation of any Company Policy, including Policies on sexual harassment and employment practices and the Code of Business Conduct.
 3. Improperly releasing or disclosing confidential or proprietary Company business information.

Nothing in this Policy is intended to discourage a Covered Person from engaging in activities protected by state or federal law, such as discussing wages, benefits or terms and conditions of employment or legally required activities.

- F. **Personal Use of Systems:** Each Covered Person is provided use of the Systems in order to conduct Company business. Incidental, personal use of the Systems (such as checking a personal email account or social networking website) is acceptable when limited in duration and not interfering with performance of the Covered Person's duties. Any personal use of the Systems must comply with Section E of this Policy. No Covered Person has an expectation of a right of privacy in any personal use of the Systems.
- G. **Respect and Privacy Rights Related to Social Media:** Each Covered Person must be respectful of the Company, current and potential employees, customers, vendors and competitors when using social media sites. All Company Policies and the Code of Business Conduct apply to use of social media sites, including Section E of this Policy. A Covered Person who refers to or posts comments about the Company, its employees, vendors or customers must:
1. State they are commenting on their own behalf, not on behalf of the Company
 2. Obtain consent before posting images of or references to Company property, other Company employees or Company customers or vendors.

This section applies to a Covered Person's use of personal electronic communications devices and the Company-owned Systems.

- H. **Les Schwab Social Media Site:** The company may maintain social media sites. Unless authorized by the Company, any Covered Person who posts on Company social media sites must state they are commenting on their own behalf, not on behalf of the Company. Covered Persons are prohibited from engaging or responding on behalf of the Company or in their capacity as an employee or contractor of the Company on Les Schwab social media sites.
- I. **Security / Viruses:** Employees must ensure Systems and Company data are protected from malicious software and protect the security and integrity of the Systems. Employees must immediately refer all virus warnings received through e-mail to the Help Desk at help.desk@lesschwab.com and not forward to distribution lists or other users.
- J. **Administration:** This Policy will be administered consistent with the laws in the state in which affected employee is employed and will be reviewed and amended as necessary. Questions concerning this Policy should be directed to the Human Resources Department.

Prior Policies: 1/1/04; **5/2/11**; 1/1/14; 1/1/16

LES SCHWAB TIRES

Policy # 31

APPEARANCE AND DRESS POLICY

Effective:
December 9, 2002

A. PURPOSE:

It is important to Les Schwab that all employees present a professional image to our customers and the public. This Policy is designed to ensure that uniformity, corporate identity, and a professional image are standard throughout all Les Schwab locations. All employees are representatives of the company and *are* required to comply with this Policy.

B. APPEARANCE AND GROOMING:

Each employee's appearance and grooming must be acceptable to the company, its customers, and the public. Employees must adhere to the following standards during working hours or while wearing a Les Schwab uniform:

1. Hair Length: Male employee's hair must be neatly cut short to medium length with no hair touching the ears or the shirt collar. No mohawks or partially shaved hair. Female employees may wear their hair any length so long as it is neat in appearance, however, in order to provide a safe working environment, female employees who perform Sales & Service or Brake & Alignment functions must restrain their hair.
2. Hair Color: Hair must be a color that is natural and not distracting. For example, blonde, brown, gray, red or black hair is acceptable.
3. Facial Hair: Beards, mustaches or other facial hair is not allowed.
4. Sideburns: Sideburns must be neatly trimmed, straight, even width and not extend below the bottom of the ear.
5. Piercing: Facial and tongue piercings are not allowed. Female employees may wear earrings.
6. Tattoos: Visible tattoos must be covered. For example, an employee must wear a tee shirt to cover arm tattoos or use a bandage to cover tattoos located on the hand, ankle, face or neck.

C. ATTIRE:

The company requires that each employee's attire be acceptable to our customers and the public. Employees must be clean and neat in appearance and use good judgment when complying with the following attire standards:

1. Sales & Service, Brake & Alignment Technician, Assistant Manager and Manager: The company provides a uniform for these positions. The uniform consists of a white shirt and navy pants. For safety related reasons, employees are required to wear steel toe boots.
2. Sales & Administrative: The store will provide each employee with an annual allowance to be used for the purchase of suitable clothing. Appropriate attire includes navy pants, shorts, skorts and skirts, and white blouses, turtlenecks, tops and white polo shirts bearing the Les Schwab logo. Vests, sweaters and navy blazers are optional.
3. Main Office Personnel: Appropriate attire includes, but is not limited to, slacks, khakis, polo shirts, skirts and dresses, pantsuits, turtlenecks, sweaters, loafers and sandals.

D. ADMINISTRATION:

This Policy shall be administered consistent with the laws of the state in which the affected employee is employed and shall be reviewed and amended as necessary. Employees with questions concerning this Policy should contact their manager or the Employee Services Department.

Reasonable accommodations will be made for appearance or attire directly related to an employee's religion, ethnicity or disability.

Original - February 26, 1986

LES SCHWAB TIRES

Policy #33

Effective:

January 1, 2015

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

A. Purpose:

Les Schwab has always enforced policies that permit all employees to work in a welcoming, respectful environment free from all forms of discrimination and harassment. The purpose of this Policy is to prohibit discrimination, harassment and retaliation, provide a procedure for resolving employee complaints, and ensure that violations are corrected. This Policy applies to all areas of employment, including recruiting, hiring, training, promotion, compensation, benefits, transfer, disciplinary action and termination.

B. Equal Employment Opportunity:

The company provides applicants and employees equal employment opportunity without regard to race, color, religion, sex, age, national origin, citizenship, disability, marital status, sexual orientation, veteran status or any other characteristic protected by law ("protected class"). The company will meet any legal obligation it has to reasonably accommodate the known disabilities of its employees and job applicants.

C. Discrimination and Harassment:

Les Schwab prohibits discrimination and harassment, including but not limited to, acts by or against its employees on the basis of the employee's protected class status. Les Schwab also will not tolerate discrimination or harassment by members of the public with whom which it has a business or service relationship, including contractors, vendors, suppliers, or customers.

Discrimination is defined any adverse employment action taken against an individual because of his or her protected class status.

Harassment is defined as unwelcome verbal or physical conduct which: (i) demeans or shows hostility toward an individual because of his or her protected class status; (ii) has the purpose or effect of creating a hostile work environment; (iii) interferes with an individual's work performance; or (iv) otherwise adversely affects an individual's employment opportunities.

Sexual Harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to such conduct is made a condition of employment, is used as the basis for employment decisions affecting the employee, or has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

D. Retaliation:

Les Schwab prohibits retaliation against any person who makes a good faith report of Discrimination, Harassment or Sexual Harassment, or who participates in good faith in an investigation of Discrimination, Harassment or Sexual Harassment.

E. Employee Complaint Procedure:

Any employee who believes he or she has been subjected to Discrimination, Harassment, Sexual Harassment or Retaliation must immediately report such conduct to the company. Employees may report such conduct to the company through (i) the Compliance Director or the Human Resources Department at the Les Schwab Headquarters (541-447-4136), or (ii) EthicsPoint, the company's independent complaint administrator via telephone (800-441-9629) or internet (www.ethicspoint.com). All reports will be promptly and fairly investigated. Such investigation will be thorough and as confidential as is practicable, consistent with a thorough investigation. If the company determines that this Policy has been violated, effective remedial action will be taken, commensurate with the severity of the offense, up to and including immediate termination. Appropriate action will also be taken to prevent any future violations of this Policy.

F. Administration:

This Policy will be administered consistent with all federal, state, and local laws in which the affected employee is employed and will be reviewed and amended as necessary. Employees with questions concerning this Policy should contact the Human Resources Department.

Prior Policies — 12/94; 12/9/02; 1/1/09

LES SCHWAB TIRES

Policy #34

WORK PRACTICES POLICY

Effective:
January 1, 2015

- A. **Purpose:** Les Schwab has always enforced policies that treat employees fairly and comply with state and federal laws applicable to the locations in which Les Schwab conducts business
- B. **Wage and Hour:** It is the obligation of each Les Schwab manager, assistant manager and/or supervisor to ensure that all employees accurately record their work hours and are properly compensated for all time they are required to be on- the-job, including overtime. Management is also responsible for ensuring all required rest and meal periods are made available to employees. It is the obligation of every employee to accurately record their own hours worked. No employee may falsely modify an employee's recorded work hours.

Most of the states where Les Schwab conducts business require rest periods and a meal period for each workday. In states that do not require rest or meal periods, such periods may be provided to employees. In states that require meal periods, each Les Schwab employee must clock in and out for meal periods each day.

- C. **Workers' Compensation:** Workers' compensation benefits are provided to employees in all the states where Les Schwab conducts business. Employees are required to immediately report on-the-job incidents or injuries of any kind to a manager or supervisor and seek emergency medical services, where necessary. The manager, assistant manager and/or supervisor are obligated to immediately file a written injury report.
Workers' compensation injuries will be administered and resolved through the workers' compensation system.
- D. **Retaliation:** Any employee who participates in good faith in an investigation of a wage and hour violation, who makes a good faith report of such a violation, or who participates in good faith in the workers' compensation program will not be retaliated against or otherwise treated adversely by Les Schwab for such activities.
- E. **Employee Reporting Process:** Any employee who believes he or she has been subjected to a wage and hour violation, retaliation for reporting a wage and hour violation, or workers' compensation retaliation must immediately report such conduct to the company. Employees may report such conduct to the company through (i) the Compliance Director or the Human Resources Department at the Les Schwab Headquarters (541-447-4136), or (ii) EthicsPoint, the company's independent complaint administrator via telephone (800-441-9629) or internet (www.ethicspoint.com). All reports will be promptly and fairly investigated, and where appropriate, immediate corrective action will be taken.

- F. **Administration:** This Policy will be administered consistent with all federal, state, and local laws in which the affected employee is employed and will be reviewed and amended as necessary. Employees with questions concerning this Policy should contact the Human Resources Department.

Prior Policies - 12/9/02; 1/1/09

Holiday Closures

Les Schwab is closed in observance of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day



Montana Employee's Withholding and Exemption Certificate

MW-4
V4 10/2023

Employee's first name and middle initial	Last name	Social Security Number			
Physical address					
City	State	ZIP Code			

Complete Form MW-4 so that your employer can withhold the correct Montana income tax from your pay. See **Employee Instructions** on the back of this form before completing this form.

1. Federal filing status

- ☐ a. Single or married filing separately (If you have multiple jobs, complete the Multiple Jobs Worksheet.)
- ☐ b. Married filing jointly or qualifying widower (If you and your spouse have multiple jobs, see line 2.)
- ☐ c. Head of household

2. ☐ **Married Filing Jointly with Both Spouses Working.** If you are married and you and your spouse are both working and earn similar incomes, mark the box. If you and your spouse have multiple jobs, and your spouse earns significantly more or less than you, do not mark this box. Instead, mark box 1b, then complete the Multiple Jobs Worksheet on page 2 and enter the result on line 3.

3. **Extra withholding.** Enter any additional tax you want withheld from each pay period, including any amount you want withheld from retirement distributions. 3. _____

4. **Reduced withholding.** If you expect to report large federal adjustments, federal itemized deductions, Montana subtractions, and/or Montana tax credits, you can direct your employer to withhold the amount you report on this line. (*Caution:* Requesting a reduced amount of withholding may result in a tax due when you file your tax return.) 4. _____

5. Exemptions for Tax Year ☐☐☐☐☐

You may be entitled to claim an exemption from Montana income tax withholding if your income is exempt from Montana income tax. Mark the box to indicate the reason you believe you are exempt from Montana income tax.

- ☐ a. I am exempt because I am an enrolled member of a registered tribe, I live on the reservation of that tribe, and I earn wages from work performed on that reservation. (You must complete line 1 or 2.)
- ☐ b. I am exempt because I am a member of the Reserve or National Guard and my compensation is earned under U.S.C. Title 10. (You must complete line 1 or 2.)
- ☐ c. I am exempt because I am a North Dakota resident.
- ☐ d. I am exempt because I am a resident of another state living in Montana solely to be with my spouse, who is a resident of the same state and a member of the U.S. armed forces assigned to a military location in Montana.

Under penalty of false swearing, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete. (This form is not valid unless you sign it.)

Employee's Signature _____ Date _____

Employer Information

Name	Federal Employer Identification Number	
Mailing Address	MT Withholding Account ID	
City	State	ZIP Code

Multiple Jobs Worksheet

Complete this worksheet if you have multiple jobs, or if you are married filing jointly with both spouses working. This worksheet calculates the total extra withholding for all jobs. Complete this worksheet on the Form MW-4 for the highest paying job for the most accurate results. The amount on line 4 is the additional amount to withhold from your wages.

- 1. Two jobs.** If you have two jobs or you are married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 5 or 6. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value here. **1.** _____
- 2. Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
- 2a.** Find the amount from the appropriate table on page 5 or 6 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value here. **2a.** _____
- 2b.** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 5 or 6 and enter this amount on line 2b. **2b.** _____
- 2c.** Add lines 2a and 2b. **2c.** _____
- 3.** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52. If it pays every other week, enter 26. If it pays monthly, enter 12. **3.** _____
- 4.** Divide the annual amount on line 1 or line 2c by the amount of pay periods on line 3. Enter this amount here and on Form MW-4, line 3 of the Form MW-4 for the highest paying job (along with any other additional amount you want withheld). **4.** _____

Beginning in Tax Year 2024, Montana's income tax system will change significantly. Taxpayers will see changes to filing statuses, tax brackets, and the calculation of Montana taxable income.

As a result of these changes, wage withholding determined before January 1, 2024, may not accurately reflect an employee's actual tax liability under the new system.

Employees should complete a new Form MW-4 beginning January 1, 2024, to ensure the correct amount of Montana income tax is withheld from their wages.

Employee Instructions

Purpose

Complete Form MW-4 so that your employer can withhold the correct Montana income tax from your pay. You should complete the form when you:

- Start a new job.
- Claim to be exempt from Montana income tax withholding.

Consider completing a new Form MW-4 if your personal or financial situation changes. If you do not have enough income tax withheld from your wages, interest and/or penalties may be assessed when you file your individual income tax return.

Line Instructions

Line 1 – Federal filing status. Select the federal filing status you will use when you file your income tax return. This will determine the standard deduction and tax rates used to compute your wage withholding. If you have multiple jobs, complete the Multiple Jobs Worksheet, and report the additional amount from line 4 of the worksheet on page 1, line 3.

Line 2 – Married Filing Jointly with Both Spouses Working. If you are married, both spouses work, and earn similar amounts, mark this box on this form and all Forms MW-4 for the other jobs. If this box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This is roughly accurate for jobs with similar pay; otherwise more tax than necessary will be withheld. If you or your spouse have multiple jobs, or if one spouse earns significantly more than the other, do not mark this box. Instead, mark box 1b, and complete the Multiple Jobs Worksheet on the Form MW-4 of the highest paid job. Report the additional amount to withhold on line 3 on the Form MW-4 of the highest paid job.

Line 3 – Extra withholding. You may request to have an additional amount of taxes withheld from your paycheck on this line. If you want to receive a refund, you may enter an additional amount on this line.

If you receive pensions or annuities, you may ask the payer to withhold a flat amount that you report on this line.

You can choose to have Montana income tax withheld from your unemployment compensation. Report the amount you want the payer to withhold on this line.

Line 4 – Reduced withholding. If your income mainly consists of wages, and you expect to report large federal adjustments, federal itemized deductions, Montana subtractions, and/or Montana tax credits, you may direct your employer to only withhold the amount you report on this line. Your employer will not use the standard calculations for withholding. To calculate the amount needed, divide the amount of your expected tax by the number of pay periods in a year. Enter the amount to be withheld rather than the standard calculation. If this line is blank,

your withholding will be calculated based on the standard calculations.

CAUTION. This will reduce the amount of tax withheld and may result in a balance owing on your income tax return.

Line 5 – Exemptions. You must meet one of the following requirements to claim an exemption from Montana wage withholding:

- a. You are an enrolled member of an American Indian tribe living and working on the reservation of which you are an enrolled member. You must also complete line 1 or 2 because your exemption may not cover all the wages you earned in Montana.
- b. You are a member of the Montana National Guard and are receiving pay for active duty in the U.S. military under USC Title 10 orders. You must also complete line 1 or 2 because your exemption only applies to your pay derived from your USC Title 10 orders.
- c. Your wages are exempt from withholding because you are a resident of North Dakota. This exemption is available for residents of North Dakota because of the reciprocity agreement in place between North Dakota and Montana.
- d. You are the spouse of a military member assigned to duty in Montana, you and your spouse are domiciled in another state (the same state as one another) and you are present in Montana solely to be with your spouse.

To claim an exemption, give this form to your employer upon the start of your employment, or as soon as you qualify for an exemption. If it remains applicable, your exemption needs to be renewed before the beginning of the next year. Provide a new Form MW-4 to your employer each year or your employer will begin withholding. Do not forget to indicate the year.

Montana does not recognize the federal exempt status available on the federal Form W-4.

Therefore, exemption from withholding for federal purposes does not exempt you from Montana income tax withholding.

An exemption from withholding is available only if the entire statement you marked on line 5 is true. If your situation changes, and your exemption is no longer valid, you must provide a new Form MW-4 to your employer with line 1 or 2 completed.

If you claim one of the exemptions from withholding, your employer must file an electronic copy of this form with the Department of Revenue.

An exemption from withholding is not an automatic exemption from filing a Montana income tax return. See Montana Individual Income Tax Return (Form 2) instructions for more guidance.

Employer Instructions

Montana wage withholding is required when wages are earned in Montana. Employers are liable for Montana withholding taxes and are only relieved of that liability once they have withheld the correct amount of taxes from the employees' wages for a given pay period.

Newly hired employees must complete this form when they begin working for you. Employees claiming to be exempt from Montana wage withholding must complete this form when they begin working for you and every year thereafter. Employees may file a new Form MW-4 if their personal or financial situation changes.

Keep the copies of all Forms MW-4 you receive from your employees with your records.

Exemptions from Montana Withholding

You must file your employee's Form MW-4 with the department if the employee is claiming one of the withholding exemptions listed on line 5. The form is due to the department by the last day of the payroll period in which the form was received and annually thereafter by January 31.

File online using the department's TransAction Portal (TAP) at <https://tap.dor.mt.gov>. Simply click on "File Form MW-4." Do not mail the Form MW-4 to the department.

If an exemption is claimed on line 5a or 5b, you must withhold taxes on any wages paid that do not meet the requirements of these exemptions.

Example: If 5a is marked, the exemption does not apply to wages earned from an enrolled member of a tribe, residing on his or her reservation, when the work is performed outside the reservation. Withholding is required on the wages derived from work performed outside the reservation, based on the filing status on line 1 or 2. If line 1 or 2 is not completed, the withholding is calculated using the single filing status until a new Form MW-4 is provided for the calculation of the withholding.

Invalid Forms MW-4

A Form MW-4 is invalid if the form is incomplete or lacks the necessary signatures. If your employee's Form MW-4 is invalid or incomplete, withhold Montana tax as if the employee is single.

Questions? Call us at (406) 444-6900, or Montana Relay at 711 for the hearing impaired.

Multiple Jobs Wage Tables

Single or Married Filing Sparately											
Higher Paying Job		Lower Paying Job									
		\$0 -	\$10,000 -	\$20,000 -	\$30,000 -	\$40,000 -	\$50,000 -	\$60,000 -	\$70,000 -	\$80,000 -	\$90,000 -
		\$9,999	\$19,999	\$29,999	\$39,999	\$49,999	\$59,999	\$69,999	\$79,999	\$89,999	\$99,999
\$0	\$9,999	\$254	\$470	\$529	\$590	\$590	\$590	\$590	\$590	\$590	\$590
\$10,000	\$19,999	\$470	\$745	\$865	\$926	\$926	\$926	\$926	\$926	\$926	\$926
\$20,000	\$29,999	\$529	\$865	\$985	\$1,046	\$1,046	\$1,046	\$1,046	\$1,046	\$1,046	\$1,046
\$30,000	\$39,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$40,000	\$49,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$50,000	\$59,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$60,000	\$69,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$70,000	\$79,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$80,000	\$89,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$90,000	\$99,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$100,000	\$149,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$150,000	\$199,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$200,000	\$249,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$250,000	\$299,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$300,000	\$349,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$350,000	\$399,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$400,000	\$449,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107
\$450,000	\$499,999	\$590	\$926	\$1,046	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107	\$1,107

Married Filing Jointly or Qualifying Widower											
Higher Paying Job		Lower Paying Job									
		\$0 -	\$10,000 -	\$20,000 -	\$30,000 -	\$40,000 -	\$50,000 -	\$60,000 -	\$70,000 -	\$80,000 -	\$90,000 -
		\$9,999	\$19,999	\$29,999	\$39,999	\$49,999	\$59,999	\$69,999	\$79,999	\$89,999	\$99,999
\$0	\$9,999	\$0	\$38	\$470	\$470	\$470	\$470	\$588	\$590	\$590	\$590
\$10,000	\$19,999	\$38	\$508	\$940	\$940	\$940	\$1,058	\$1,178	\$1,180	\$1,180	\$1,180
\$20,000	\$29,999	\$470	\$940	\$1,372	\$1,372	\$1,490	\$1,610	\$1,730	\$1,732	\$1,732	\$1,732
\$30,000	\$39,999	\$470	\$940	\$1,372	\$1,490	\$1,610	\$1,730	\$1,850	\$1,852	\$1,852	\$1,852
\$40,000	\$49,999	\$470	\$940	\$1,490	\$1,610	\$1,730	\$1,850	\$1,970	\$1,972	\$1,972	\$1,972
\$50,000	\$59,999	\$470	\$1,058	\$1,610	\$1,730	\$1,850	\$1,970	\$2,090	\$2,092	\$2,092	\$2,092
\$60,000	\$69,999	\$588	\$1,178	\$1,730	\$1,850	\$1,970	\$2,090	\$2,210	\$2,212	\$2,212	\$2,212
\$70,000	\$79,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$80,000	\$89,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$90,000	\$99,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$100,000	\$149,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$150,000	\$199,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$200,000	\$249,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$250,000	\$299,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$300,000	\$349,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$350,000	\$399,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$400,000	\$449,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215
\$450,000	\$499,999	\$590	\$1,180	\$1,732	\$1,852	\$1,972	\$2,092	\$2,212	\$2,215	\$2,215	\$2,215

Head of Household											
Higher Paying Job		Lower Paying Job									
		\$0 - \$9,999	\$10,000 - \$19,999	\$20,000 - \$29,999	\$30,000 - \$39,999	\$40,000 - \$49,999	\$50,000 - \$59,999	\$60,000 - \$69,999	\$70,000 - \$79,999	\$80,000 - \$89,999	\$90,000 - \$99,999
\$0	\$9,999	\$0	\$381	\$470	\$470	\$558	\$590	\$590	\$590	\$590	\$590
\$10,000	\$19,999	\$381	\$851	\$940	\$1,028	\$1,148	\$1,180	\$1,180	\$1,180	\$1,180	\$1,180
\$20,000	\$29,999	\$470	\$940	\$1,117	\$1,237	\$1,357	\$1,389	\$1,389	\$1,389	\$1,389	\$1,389
\$30,000	\$39,999	\$470	\$1,028	\$1,237	\$1,357	\$1,477	\$1,509	\$1,509	\$1,509	\$1,509	\$1,509
\$40,000	\$49,999	\$558	\$1,148	\$1,357	\$1,477	\$1,597	\$1,629	\$1,629	\$1,629	\$1,629	\$1,629
\$50,000	\$59,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$60,000	\$69,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$70,000	\$79,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$80,000	\$89,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$90,000	\$99,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$100,000	\$149,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$150,000	\$199,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$200,000	\$249,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$250,000	\$299,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$300,000	\$349,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$350,000	\$399,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$400,000	\$449,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661
\$450,000	\$499,999	\$590	\$1,180	\$1,389	\$1,509	\$1,629	\$1,661	\$1,661	\$1,661	\$1,661	\$1,661