

# **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 effec me (or either of us) of its termination in such time an DEPOSITORY a reasonable opportunity to act on it.	d in such manner as	

Name(s):		I	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 1234 Main Street New York, NY 12345-0000	The second s	20	123 12-34/1234
PAY TO THE ORDER OF	ME	\$	
Checking Savings Investments New York, NY 12345-0000		DOLLA	RS
FOR			
1234567891	1234567899"	0123	





#### 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 <u>not</u> 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 so 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 c o workers 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

orm **VV-4** 

Department of the Treasury

Internal Revenue Service

# Employee's Withholding Certificate

OMB No. 1545-0074

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.

Step 1:	(a) F	First name and middle initial	Last name	(b) S	Social security number
Enter Personal Information	Addre City o	ess or town, state, and ZIP code	I	name card credit conta	your name match the on your social security I If not, to ensure you get for your earnings, ct SSA at 800-772-1213 to www.ssa.gov.
	(c)	Single or Married filing separately Married filing jointly or Qualifying su Head of household (Check only if you	urviving spouse i're unmarried and pay more than half the c	costs of keeping up a home for yourself a	und 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:	Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse
Multiple Jobs	also works. The correct amount of withholding depends on income earned from all of these jobs.
or Spouse	Do <b>only one</b> of the following.
Works	(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

**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.)

higher paying job. Otherwise, (b) is more accurate

Step 3:	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
Claim	Multiply the number of qualifying children under age 17 by \$2,000 \$		
Dependent and Other	Multiply the number of other dependents by \$500		
Credits	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):	(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.		<b>^</b>
Other	This may include interest, dividends, and retirement income	4(a)	\$
Adjustments	(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)					

For Privacy Act and Paperwork Reduction Act Notice, see page 3.

<b>2024 Form OF</b> Page 1 of 1, 150-101-402 (Rev. 08-18-23, ver. 01) <b>Oregon Withholdi</b>		Oregon Department of Revenue	ificate	<b>                        </b>   DOOO		Office use only
First name	Initial Last na	me	Social Security number (SSN)	Red	eterminati	on
Address			City		State	ZIP code
2. Allowances. Total See worksheets i	number of in the instru	married but legally separated or allowances you're claiming on li <b>uctions.</b> If you skip the workshe u want withheld from each payc	ne <b>A4, B15,</b> or <b>C5.</b> ets and aren't exempt, <b>e</b> r	nter 0	2.	anent resident status.
<ul><li>the conditions for e</li><li>Enter your exem</li><li>Write "Exempt".</li></ul>	exemption as ption code.	J. I certify my wages are exempt s stated on page 2 of the instructio (See instructions) wearing, I declare the informatio	ons. Complete <b>both</b> lines	below: 4 4	b	
Employee signature (This form	-			Date		
<b>Employer use only.</b> Employer name		Fe	deral employer identification nu	mber (FE <b>I</b> N)		
Employer address		Cit	у		State	ZIP code

-Submit this form to your employer-



### **Employment Eligibility Verification**

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

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 <u>Instructions</u>.

**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 I day of employment, b	Information out not before	and Attestation e accepting a jo	<b>n:</b> Employe b offer.	es must comp	lete and si	gn Secti	on 1 of Fo	orm I-9 nc	later than the <b>first</b>
Last Name (Family Name)		First Name	(Given Name)		Middle Initia	al (if any)	Other Last	Names Use	d (if any)
Address (Street Number and	d Name)	A	pt. Number (if a	any) City or Tow	n			State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Soci	ial Security Number	Employ	/ee's Email Addres	s			Employee's	Telephone Number
I am aware that federal provides for imprisonm fines for false statemen use of false documents connection with the con this form. I attest, unde of perjury, that this info including my selection attesting to my citizens immigration status, is t	of the United St en national of t ermanent resid en (other than lumber 4., ente ber		See Instructio or A-Number. and <b>3.</b> above)	ns.) ) authorized	to work unt	il (exp. date	3 of the instructions.): , if any)		
correct.			OR					、 、	-
Signature of Employee					Iod	ay's Date (	(mm/dd/yyyy	")	
If a preparer and/or tra		· ·							
Section 2. Employer F business days after the en authorized by the Secreta documentation in the Addi	nployee's first rv of DHS, doo	day of employme	ent, and must List A OR a	heir authorized r physically exam combination of d	epresentativ nine, or exar locumentatio	ve must c nine cons on from L	omplete ar sistent with ist B and L	nd sign <b>Se</b> o an a <b>l</b> terna ist C. Ente	ction 2 within three tive procedure er any additional
		List A	OR	Li	st B	A	ND		List C
Document Title 1									
Issuing Authority									
Document Number (if any)									
Expiration Date (if any)									
Document Title 2 (if any)			Addi	tional Informati	on				
Issuing Authority									
Document Number (if any)									
Expiration Date (if any)									
Document Title 3 (if any)									
Issuing Authority									
Document Number (if any)									
Expiration Date (if any)				heck here if you us	ed an alterna	tive procec	dure authoriz	ed by DHS	to examine documents.
Certification: I attest, under employee, (2) the above-list best of my knowledge, the e	ed documentat	tion appears to be	genuine and t	o relate to the em				First Day (mm/dd/y	of Employment yyy):
Last Name, First Name and T	itle of Employer	or Authorized Repr	esentative	Signature of En	nployer or Aut	horized Re	epresentative		Foday's Date (mm/dd/yyyy)
Employer's Business or Orgar	nization Name		Employer's E	Business or Organi	zation Addres	s, City or T	Γown, State,	ZIP Code	

### 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 Al	ND Documents that Establish Employment Authorization
<ol> <li>U.S. Passport or U.S. Passport Card</li> <li>Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>Foreign passport that contains a</li> </ol>		<ol> <li>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</li> </ol>	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
temporary I-551 stamp or temporary I-551 printed notation on a machine- readable immigrant visa 4. Employment Authorization Document		<ol> <li>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</li> </ol>	(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
that contains a photograph (Form I-766) 5. For an individual temporarily authorized		3. School ID card with a photograph	<ol> <li>Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> </ol>
to work for a specific employer because of his or her status or parole:		4. Voter's registration card	3. Original or certified copy of birth certificate
a. Foreign passport; and		5. U.S. Military card or draft record	issued by a State, county, municipal authority, or territory of the United States
<li>b. Form I-94 or Form I-94A that has the following:</li>		6. Military dependent's ID card	4. Native American tribal document
(1) The same name as the		7. U.S. Coast Guard Merchant Mariner Card	5. U.S. Citizen ID Card (Form I-197)
passport, and (2) An endorsement of the		8. Native American tribal document	6. Identification Card for Use of Resident
individual's status or parole as long as that period of		<ol> <li>Driver's license issued by a Canadian government authority</li> </ol>	Citizen in the United States (Form I-179)
endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		For persons under age 18 who are unable to present a document listed above:	7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and
6. Passport from the Federated States of		10. School record or report card	Section 13 of the M-274 on uscis.gov/i-9-central.
Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		<ol> <li>Clinic, doctor, or hospital record</li> <li>Day-care or nursery school record</li> </ol>	The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.
		Acceptable Receipts	
May be prese		in lieu of a document listed above for a For receipt validity dates, see the M-274.	
<ul> <li>Receipt for a replacement of a lost, stolen, or damaged List A document.</li> </ul>	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.
<ul> <li>Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the isoficial.</li> </ul>			
<ul> <li>Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>			



# 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 <u>Material Safety Data</u> <u>Sheet for each chemical</u>. 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.

Trainer

Date



1. Control No. (For Agency use only)		2.Date Received (Fo	r Agency Use only)					
	APPLICANT INFORMATION	, , , , , , , , , , , , , , , , , , ,	5, 5, 5,					
	(See instructions on reverse)							
EMPLOYER INFORMATION								
3. Employer Name	4. Employer Address and Telephone	5. Employer Federal	ID Number (EIN)					
6. Applicant Name (Last, First, MI)	7. Social Security Number	8. Have you worked	for this employer					
		before? Yes						
			1.1 f					
		If YES, enter last employment:						
			· · · · · · · · · · ·					
	CTERISTICS FOR WOTC TARGET GF	ROUP CERTIFICATIO	N					
9. Employment Start Date	10. Starting Wage	11. Position						
12. Are you at least age 16, but under	r age 40?	Ň	Yes 🛄 No 🛄					
If YES, enter your date of birth								
13. Are you a Veteran of the U.S. Arn	hed Forces?		Yes 🔛 No 🔛					
If NO, go to Box 14.	mily that received Supplemental Nutritio	n Assistance						
2	Stamps) for at least 3 months during the							
before you were hired?	stamps) for at least 5 months during the							
If YES, enter name of <i>primary rec</i>	<i>ipient</i> and							
<i>city and state</i> where benefits were								
-	compensation for a service-connected of	disability?	Yes No					
If YES, were you discharged or re	eleased from active duty within a year b	efore you were hired?	Yes No					
<b>OR,</b> were you unemployed for a c	combined period of at least 6 months (w	whether or not						
consecutive) during the year befo	re you were hired?		Yes No 🗹					
	t received Supplemental Nutrition Assis	-						
	penefits for the 6 months before you wer		Yes No					
	at least a 3-month period within the last	5 months						
But you are no longer receiving the			Yes No					
If YES to either question, enter name of <i>primary recipient</i> and city								
And <i>state</i> where benefits were re-		approved by						
a State?	by a Vocational Rehabilitation Agency a	appioved by	Yes No					
<b>OR</b> , by an Employment Network u	nder the Ticket to Work Program?							
<b>OR</b> , by the Department of Veteran	_							
	t received TANF assistance for at least	the last 18 months						
· · · · · · · · · · · · · · · · · · ·								

before you were hired?		Yes No
<b>OR,</b> are you a member of a family that received TANF I	•	•
after August 5, 1997, and the earliest 18-month period		
within 2 years before you were hired?	YesNo	
<b>OR</b> , did your family stop being eligible for TANF assista	ance within 2 years before you were	e hired
because a Federal or state law limited the maximum tin	ne those payments could be made?	? YesNd
If NO, are you a member of a family that received TAN	F assistance for any 9 months durir	
the 18-month period before you were hired?		YesNo
If YES, to any question, enter name of primary recipie	enta	nd
the city and state 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?		YesNo
If YES, enter <i>date of conviction</i> an	d date of release	
	(Check one)	
18. Do you live in an Empowerment Zone or Rural Renewa	al County (RRC)?	Yes No
19. Do you live in an Empowerment Zone and are at least	age 16 but not vet 18 on	Yes No
your hiring date?		
Jour minig date.		
20. Did you receive Supplemental Security Income (SSI) b	enefits for any month ending within	
60 days before you were hired?		Yes
21. Are you a veteran unemployed for a combined period of	of at least 6 months (whether or not	
consecutive) during the year before you were hired?		Yes No
22. Are you a veteran unemployed for a combined period of	of at least 4 weeks but less than 6 r	
consecutive) during the year before you were hired?		
23. Are you an individual who is or was in a period of unem	novment that is at least 27 consecu	
or part of that period you received unemployment compens		
If YES, what state did you receive unemployment comp	ensation in?	
	(Enter state where UI compens	ation was received)
24. Sources used to document eligibility: (Employers/Co		
SWA Staff: List all documentation used in determining target grou	up eligibility and enter your initials and o	date when the
determination was made.		
I certify that this information is true and correct to the linformation above may be subject to verification.	best of my knowledge. I understa	and that the
	25 (b) Indicate with a 4 mort who	26. Date:
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:	
	□ Employer, □ Consultant, □ SWA,	
	□ Participating Agency, □ Applicant, or	
	□ Parent/Guardian (if applicant is a minor)	
	minor) ETA Form 906	61 (Rev. November 2016)

Form <b>8850</b>
(Rev. March 2016)
Department of the Treasury Internal Revenue Service

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

▶ Information about Form 8850 and its separate instructions is at *www.irs.gov/form*8850.

#### 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, da	y, 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.

Date

Form 8850 (Rev. 3-2016)			Page <b>2</b>			
For Employer's Use Only						
Employer's name		Telephone no.	EIN ►			
Street address						
City or town, state, and ZIP coc	le					
Person to contact, if different fro	om above	Telephone no.				
Street address						
City or town, state, and ZIP coc	le					
		or she is a member of group 4 or group number (4 or 6)	6 (as described under <i>Members of</i>			
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 ►

### **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

Title

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.

Date

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

Recordkeepir	ng		•	•	6	6 hr.	, 27	min.
Learning abo	ut	the	e la	w				
or the form							. 24	1 min.

Preparing and sending this form 

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

Revised 03/2023

#### 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 arc 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

1 - NONDISCLOS URE AGREEMENT

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

- 2.3 **Exceptions.** Contractor will not breach <u>Section 2.1</u> or <u>Section 2.2</u> 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:	
Tide:	

#### 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. **<u>Purpose:</u>** 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 thi9 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 <u>strictly prohibited</u> 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. <u>**Required Testing (all States except Montana):**</u> 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. **<u>Random Testing (California only)</u>**: 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

#### E. <u>Testing Procedures:</u>

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. <u>Impairing Prescription Medications:</u> 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. <u>**Right to Search**</u>: 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. <u>Employee Assistance:</u> 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. <u>Alcohol</u> means any beverage containing ethyl alcohol (ethanol);
- 2. <u>Drugs</u> 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. <u>Reasonable Suspicion</u> 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. <u>Under the Influence</u> 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. <u>Testing</u> 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. <u>Professional Assistance</u> 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. <u>Guidelines for DOT-Regulated Employees:</u> 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. <u>Administration:</u> 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. <u>Puprose</u>: 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. <u>Ownership/Privacy</u>: 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. <u>Security/Appropriate Use</u>: 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

Policy #28

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. <u>Confidentiality and Proprietary Rights</u>. 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 <u>Prohibited</u> <u>Communications</u>: 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. <u>Respect and Privacy Rights Related to Social Media:</u> 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.
- 1. <u>Security / Viruses</u>: 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 <u>help.desk@lesschwab.com</u> and not forward to distribution lists or other users.
- J. <u>Administration</u>: 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. <u>Hair Length</u>: 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. <u>Hair Color</u>: Hair must be a color that is natural and not distracting. For example, blonde, brown, gray, red or black hair is acceptable.
- 3. <u>Facial Hair</u>: Beards, mustaches or other facial hair is not allowed.
- 4. <u>Sideburns:</u> Sideburns must be neatly trimmed, straight, even width and not extend below the bottom of the ear.
- 5 <u>Piercing</u>: Facial and tongue piercings are not allowed. Female employees may wear earrings.
- 6. <u>Tattoos</u>: 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. <u>Sales & Service, Brake & Alignment Technician, Assistant Manager</u> <u>and Manager</u>: 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. <u>Sales & Administrative</u>: 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. <u>Main Office Personnel:</u> Appropriate attire includes, but is not limited to, slacks, khakis, polo shirts, skirts and dresses, pantsuits, turtle-necks, 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.

Policy #33

#### D. <u>Retaliation:</u>

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. <u>Employee Complaint Procedure:</u>

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. <u>Administration</u>:

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. <u>**Purpose:**</u> 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. <u>Wage and Hour:</u> 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 <u>Workers' Compensation:</u> 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. <u>**Retaliation:**</u> 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. <u>Employee Reporting Process</u>: 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.

Policy #34

F. <u>Administration:</u> 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