



# Employee Manual

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# 1 Introduction

## 1.1 Welcome

Welcome to Van's Lumber & Custom Builders Inc.! The purpose of this employee manual is to briefly outline the business services provided by Van's Lumber, provide you with a general understanding of the policies by which Van's Lumber operates, and provide an outline of the procedures to be followed by each employee in order to maintain a smoothly running, professional, and profitable operation.

A strong and productive Van's Lumber team can be achieved by cooperative working relationships based on mutual respect and understanding. A system of policies and practices provides a basis for these relationships.

This employee manual has been prepared to provide you with general information about the policies, procedures, and benefits of Van's Lumber. Contact your supervisor for more detailed information.

## 1.2 Mission Statement

The mission of Van's Lumber & Custom Builders is to provide value-added construction services to our customers by creating a successful partnership with them throughout the construction process. Our pledge is to establish lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of the construction team.

## 1.3 History

Van's Lumber is a family owned business that has been in operation since the early 1950's and was founded by Ray VandenHouten Sr. and his brother-in-law Mel Petiniot.

Ray, Sr. had been operating a broiler chicken hatchery, and when the chickens contracted a fatal disease, he found himself with empty buildings. So he and Petiniot, a carpenter by trade, founded Van's Lumber. While many other lumberyards in small towns were not able to withstand the competition from their big city neighbors, Van's not only survived, but grew through the years.

Today, along with the lumberyard, Van's is a "one-stop" center for residential and light commercial construction, with plan design, lumber, windows, doors, siding and shingles all under one roof. About 80% of the company's work is in Door County, with work also being

done in Brown, Manitowoc, Sheboygan, Oconto and Kewaunee counties. Van's currently has about 60 employees and has a second office in Egg Harbor.

Whether you have just joined our staff or have been at Van's Lumber for a while, we are confident that you will find our company a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of Van's Lumber to be the most valuable resource. This manual has been written to serve as the guide for the employer/employee relationship.

## **1.4 Company Culture**

Van's Lumber employees are expected to contribute to a safe and healthy work environment that promotes cooperative working relationships based on mutual respect and understanding. Because each employee's job is important to the overall success of Van's Lumber, all employees are expected to complete their assigned task skillfully and efficiently.

## **1.5 Disclaimer**

This manual has been prepared as a guide to policies, benefits, and general information which should assist you during your employment with Van's Lumber, however, nothing contained herein is intended to be a contract of employment or contractual duty between Van's Lumber and any of its employees. This manual may be changed, amended, revised, or discontinued as deemed appropriate by the management of Van's Lumber. Changes may be made with or without advance notice to employees. This manual is a summary of policies, benefits, and procedures of Van's Lumber and is neither all-inclusive nor intended to anticipate and address each specific circumstance which may arise.

## 2 Company Policies

### 2.1 Equal Employment Opportunity

Van's Lumber shall provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment/Affirmative Action laws, directives and regulations of Federal, State, and Local governing bodies or agencies. Van's Lumber will not discriminate against or harass any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. Van's Lumber will take affirmative action to ensure that all practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

### 2.2 Americans with Disabilities Act

Van's Lumber is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is Van's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Van's will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made Van's aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Van's.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact HR. Van's encourages individuals with disabilities to come forward and request reasonable accommodation.

***Procedure for Requesting an Accommodation:*** On receipt of an accommodation request, a member of HR and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Van's might make to help overcome those limitations. Van's will determine the feasibility of the requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, Van's overall financial resources and organization, and the accommodation's impact on the operation of Van's, including its impact on the ability of other employees to perform their duties and on Van's ability to conduct business. Van's will inform you of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, you will be advised of your right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require Van's to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.). An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify HR. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

## 2.3 Family Medical Leave

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 and 2013 requires companies with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. Employees with any further questions about their eligibility for FMLA leave should contact Human Resources for more information.

Employees are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the Company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius

### Basic FMLA Leave

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

### Military Family Leave

There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to twelve (12) weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation or deployment overseas with the armed forces. Qualifying exigencies may include:

- Short-notice deployment (up to seven (7) days of leave)
- Attending certain military events
- Arranging for alternative childcare
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to fifteen (15) days of leave)
- Parental Care
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to ninety (90) days after the termination of the covered service member's active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee

2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty or while on active duty, and/or pre-existing injuries or illnesses that were aggravated in the line of duty, that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. In addition, leave will be provided to eligible family members of certain veterans receiving medical treatment, recuperation, or therapy if the veteran was a member of the Armed Forces at any time during the five (5) year period preceding the date of the medical treatment, recuperation, or therapy.

### Notice

Employees taking FMLA should provide as much notice as practicable. When the need for leave is foreseeable, 30 days' advance notice is requested. Employees should make effort to schedule FMLA leave in the least disruptive manner so as not to affect operations. An employee who is taking FMLA leave may be required to report periodically to the Company regarding his or her status and intent to return to work. An employee who fails to return to work at the expiration of the leave without an approved extension will be considered to have resigned. After the leave, the employee must be restored to the same or essentially-same position held before the leave.

### Health Care Benefits

If applicable, health care benefits will be maintained during the leave. The employee is responsible for their portion of the medical insurance premium cost, if any. Failure to pay the employee portion of the health insurance premiums in advance may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

The Company reserves the right to seek reimbursement from the employee for the medical insurance premiums paid by the Company, on behalf of the employee, while the employee was



on FMLA leave if the employee fails to return from FMLA leave for reasons other than the continuation, recurrence or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under the FMLA or other circumstances beyond the employee's control.

## **2.4 Harassment**

It is the policy of Van's Lumber to foster an environment of respect for the dignity and worth of all its employees. Because incidents of harassment are demeaning to all persons involved and impair the ability of Van's Lumber to perform its functions, Van's Lumber will not tolerate any conduct that sexually, physically, or emotionally harasses another employee by intimidation, retaliation, verbally abuse, or in any other way that discriminates against any employee. Harassing behavior has the effect of creating an intimidating, hostile, or offensive work environment and is prohibited in the work place, whether committed by supervisory or non-supervisory personnel.

Harassing conduct includes, but is not limited to unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of an offensive sexual nature, especially where such conduct is made either explicitly or implicitly a term or condition of employment or rejection of such conduct is used as the basis for decisions affecting an individual's employment, evaluation, wages, advancement, assigned duties, shifts, other conditions of employment or career development. Harassing behavior may include offensive comments, jokes, e-mail, innuendoes, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, or display or possession in the work place of sexually suggestive objects or pictures.

Any employee who believes he or she has been harassed should immediately notify his or her supervisor or Craig VandenHouten. All complaints and related information will be investigated and kept confidential to the extent possible without compromising an investigation. Any employee who is found, after appropriate investigation, to have engaged in any type of harassment will be subject to disciplinary action up to and including termination.

## **2.5 Violence**

Van's Lumber is committed to maintaining a workplace that is free of violence. The safety and security of our employees is of the utmost importance. Acts of violence or threats of violence will not be tolerated and will result in disciplinary action up to and including termination.

## **2.6 Substance Abuse**

Van's Lumber employees are expected to report for duty in a manner that provides for public safety and efficient performance. The possession, use, distribution, manufacture or sale of alcohol and/or controlled substances is prohibited. An employee may not work while under the

influence of alcohol and/or a controlled substance. Employees violating this policy may be subject to disciplinary action up to and including termination.

Prohibited drug use may include over-the-counter medication when it is used in a manner inconsistent with its intended use and affects the performance of the employee.

The use of alcoholic beverages during office hours or lunch breaks is strictly prohibited.

As a condition of continued employment, employees may be required to undergo alcohol and drug screening. An alcohol and/or drug screening may also be required in the event an employee is party to a workplace injury that results in damage to company property. Failure to take part in a drug or alcohol screening may be cause for termination.

## **2.7 Smoking**

Van's Lumber endeavors to provide a safe and healthy working environment for all employees and therefore prohibits smoking in company buildings and company vehicles. Smoking is not permitted in the lumberyard or its associated work area, construction sites or company vehicles. Employees who violate this policy may be subject to disciplinary action up to and including termination.

## **2.8 Dress Code**

Van's Lumber expects that each employee's appearance will be consistent with a professional image. All employees are expected to dress in attire appropriate to their position and duties. Clothing should be neatly laundered and all employees must practice good hygiene.

## **2.9 Code of Conduct**

Van's Lumber requires all employees to comply with all company policies and directives. Employees are to perform their duties in a cooperative and efficient manner demonstrating high regard for work habits, attitude, production and personal conduct.

Van's Lumber expects employees to refrain from discussing politics, religion, personal topics involving other employees, and salary amounts. Each and every employee is expected to conduct themselves professionally at all times.

Whether you are a current employee or a former employee of Van's Lumber, under no circumstances may you use, transfer or convey by any means including e-mail: equipment, purchased software, computer software developed by yourself or another employee, customer lists, any other company-owned materials or intellectual property belonging to Van's Lumber, or use such for other employment or for the benefit of any other company or person outside of the company without express written permission of Craig VandenHouten. Personal use of property belonging to Van's Lumber may be authorized for the benefit of an employee under special circumstances.

Employees should leave valuable personal items at home. Van's Lumber cannot be responsible for the loss, theft, or damage of any personal property brought to the office.

Van's Lumber management works hard to analyze the value of various job tasks, educational requirements, and experience. Your proficiency at your job and that job's value to the company determines your pay. Anyone accessing payroll records without specific authorization will be subject to immediate termination.

Nothing destroys company moral more than gossiping. Management will not tolerate negative discussions amongst employees about management or other employees. Reports of such conduct may result in disciplinary action up to and including termination. If you have time to gossip, you are probably not using your time for the tasks that you were hired to do. If you have a question about an event or a policy, go directly to your supervisor and ask for a clarification.

## **2.10 Company Property**

If you leave your employment with Van's Lumber, under no circumstances may you use, remove, or fail to return any Van's Lumber equipment, purchased software, software developed by yourself or another employee, customer lists, any other company owned materials or intellectual property belonging to Van's Lumber without the express written permission of the Craig VandenHouten.

## **2.11 Personal Phone Calls, Mail, & E-mails**

Management reserves the right to monitor e-mail and to have all passwords and access codes for files created on company time or for the company's benefit. If any unauthorized employee accesses another employee's files, company records, e-mail or voice mail without specific authorization, they may be subject to a warning or termination depending upon the severity of the access.

Limit the number of personal calls made or taken during business hours. Keep your conversations under 3 minutes. If you want someone to know your personal phone number at home, please provide him or her with that information. Van's Lumber does not release such personal information to outside callers.

## **2.12 Cellphones**

This document sets forth Van's Lumber policies about cell phone usage and applies to all Company employees.

For purposes of this policy, the term "cell phone" is defined as any hand held electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable

connection (including, but not limited to cellular telephones, digital wireless phone, radio-phone/walkie-talkies, telephone pager, or PDAs (personal digital assistants with wireless communications capabilities).

This policy about cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is company-supplied or personally owned.

### **Cell Phone (or Similar Devices) Use at Work Policy**

While at work, employees are expected to exercise the same discretion in using personal cell phones as they use with company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees should restrict personal calls during work time and should use personal cell phones only during scheduled breaks or lunch periods in non-working areas. Other personal calls should be made during non-work time whenever possible and employees should ensure that their friends and family members are instructed of this policy. The Company is not liable for the loss of personal cell phones brought into the workplace.

To ensure the effectiveness of meetings, employees are asked to leave all cell phones at their desk. On the unusual occasion of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried to the meeting on vibrate mode.

The Company prohibits the use of cell phones for playing games or any other misuses such as phone pranks. The use of a personal cell phone while at work may present a hazard or distraction to the user and/or co-employees. This policy is meant to ensure that cell phone use while at work is both safe and does not disrupt business operations.

### **Cell Phone Use While Driving Policy**

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. Texting while driving is banned in Wisconsin. As of October 1, 2016 hand held phones are banned in construction zones.

Employees should not use hand held cell phones for business purposes while driving. Should an employee need to make a business call while driving, he should locate a lawfully designated area to park and make the call or use a hands-free speaking device such as a speakerphone/ earpiece.

## **Company Provided Cell Phones**

Unless otherwise authorized, company provided cell phones must be used only for business purposes. In addition, employees should use a company provided cell phone only when a less costly alternative does not exist. Business phones with excessive non-business long distance and over limit fees will be passed on to the employee in terms of disciplinary action.

## **Personal Cell Phones or Similar Device Use for Business**

The company prohibits employee use of personal cellular phones, either hands on or hands free, or similar devices, for business purposes related in any way to our company, while driving. This prohibition of cell phone or similar device use while driving includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment; the business; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the company; or any other company related activities not named here while driving. You may not use your cellular phone or similar device to receive or place calls, text messages, surf the Internet, check phone messages, or receive or respond to email while driving if you are in any way doing activities that are related to your employment.

Violation of this policy may result in discipline up to and including termination.

## **Cell Phones - Other Services Policy**

In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and/or services, including text messaging and digital photography. It is not possible to list all of the services that are now -- or may become -- available. Whether enumerated or not, employees are strictly prohibited from using any of these services while at work, unless such use has been specifically authorized. Using such services could be grounds for termination for violation of confidentiality and other Policies.

## **2.13 Internet**

The purpose of this policy is to ensure the proper use of the Company's internet system and make its employees and users aware of what the company deems as acceptable and unacceptable use of its internet system. This policy also provides for sanctions in the event of a breach or violation of the policy terms.

This policy applies to all users of Company technology, including employees, contractors, vendors or other parties accessing or using the Company's system through on site, remote terminals or smart phones.

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include but are not limited to sending mass emails or chain letters, spending excessive amounts of time on the internet playing games, engaging in online chat groups, printing multiple copies of documents or otherwise creating unnecessary internet traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business related.

The company reserves the right to monitor, intercept and/or review all data transmitted, received or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically without prior notice and without prior consent of the employee.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability or other characteristic protected by law) or in violation of the Company's equal employment opportunity and its policies against sexual or other harassment may not be downloaded from the internet or displayed or stored in company computers. Employees encountering, witnessing or receiving this kind of material should immediately report the incident to their immediate supervisor and an owner of the Company. Company's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the internet and any violation of those policies is grounds for discipline up to and including discharge.

## **2.14 Intellectual Property Policy**

Van's Lumber & Custom Builders intellectual property is its most valuable asset. As such, the company expends considerable resources maintaining and protecting its rights to its intellectual property.

Van's Lumber & Custom Builders reserves the right to copyright any of its print products, electronic products, databases, audio/visual products and any other subject matter. This is intended to protect Van's Lumber & Custom Builders and its members from unauthorized copying and distribution of Van's Lumber & Custom Builders intellectual property. Van's Lumber & Custom Builders intellectual property may only be used in a manner that furthers the organization's purposes. No company software is to be taken off site unless special permission is given and only then in cases of training.

## 3 Employment Basics

### 3.1 At-Will Notice

Employees are not hired for any definite or specified period of time even though employee wages are paid regularly. Employees are at-will with the Company and their employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed by any oral modifications. There have been no implied or verbal agreements or promises to an employee that they will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

### 3.2 Anniversary Date/Seniority

The employee's date of hire is his or her official employment anniversary date. Seniority is the length of continuous service commencing on the date of hire at the Company. Should employees leave the Company's employment and subsequently be rehired, previously accrued seniority will be forfeited. Seniority will commence on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

### 3.3 Immigration Law Compliance

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Each individual employed by the Company will be required to produce, within one (1) day, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his/her identity and right to work in the United States.

### 3.4 Personal Information

It is important that the personnel records of Van's Lumber be accurate at all times. All employees are required to inform Van's Lumber if they have a change in any of the following: Name, Address, Phone number/Cell number, Person to be notified in case of an emergency, and Marital Status/Dependents

Van's Lumber does not give out personal employee information to outside callers.

### 3.5 Employment Categories

Probationary -- All newly hired employees are considered probationary employees until completing 90 days of employment and receiving a satisfactory evaluation.

Temporary -- A temporary employee is one who is retained on a limited time basis as needed, and is called upon from time to time for special projects. Temporary employees are not eligible for company benefits. Temporary employees will not be eligible for paid holidays. Temporary employees will not be eligible for vacation time accrual. Temporary employees must accurately track their hours on their timecard.

Full Time -- A full-time employee is one who works a minimum of 30 hours per week. This excludes employees who have been hired as a temporary employee. To continue to receive full-time benefits, an employee must not work less than 30 hours per week, for more than three consecutive pay periods.

Non-Exempt -- Non-exempt employees are paid on a per hour basis. Non-exempt employees are expected to maintain an in and out time record of time worked by timecard. These positions are eligible for overtime pay if more than 40 hours are worked in a workweek. Any overtime or nonstandard hours must be approved in writing, before they occur, by your immediate supervisor.

Exempt -- These positions are excluded from the overtime provisions of the Fair Labor Standards Act. An employee who is classified as exempt is paid a salary, regardless of the amount of hours it takes to complete weekly tasks. Salaried employees are eligible for the same benefits as full-time employees; with the exception of overtime compensation or compensation time. Your salary takes into consideration your skill level as well as the hours your particular job demands.

### **3.6 Probationary Period**

An employee hired by Van's Lumber will be on probation for 90 days. This will be set up by your supervisor at the time of hire and will vary by department. The probationary period is the final phase of the selection process and is used to ensure that the new employee possesses the technical and interpersonal skills needed to perform the job satisfactorily and to interact successfully with the Van's Lumber team. Failure to receive a satisfactory evaluation during or at the end of this probationary period will result in termination.

### **3.7 Work Schedules**

The normal workweek is Monday through Friday with sales and yard employees working on Saturdays until noon. The normal daily work schedule for employees consists of a nine-hour workday. The work schedule will vary but a 40-hour workweek is the norm. Any work required over 40 hours will be compensated at time and a half for non-exempt employees.

Full-time employees are allowed a 30 minute lunch period. All breaks offered will be in accordance with state laws.



If the company requires you to be at a meeting, which is held over the lunch hour, the company will pay for your lunch.

Van's Lumber may allow its employees a flexible work schedule. Contact your supervisor if your schedule does not work for you. If feasible, your supervisor will try to accommodate your individual needs.

If you are going to be late, you must contact your supervisor. Failure to do so will result in a verbal warning. After 3 verbal warnings your employee status will be under review.

### **3.8 Attendance**

Chronic, habitual, and/or excessive lateness or absenteeism will not be tolerated. Lateness, absenteeism, and failure to follow call-in procedures are cause for disciplinary actions up to and including termination.

Van's Lumber has some very busy months (usually May through October). During this time, employees may be required to be available for longer, busier days.

### **3.9 Holidays**

All regular full-time and salaried employees received the following six paid holidays per year:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Should a holiday fall on a Saturday, the preceding Friday will be considered the paid holiday; if a holiday falls on a Sunday, the following Monday will be considered the paid holiday.

If your job requires you to work on one of these holidays, you may be paid overtime.

If a paid holiday occurs during your vacation, you will not be charged a vacation day.

### **3.10 Paid Time Off**

PTO banking provides you with more flexibility to use your time off to meet personal needs, while recognizing your individual responsibility to manage your paid time off.

The PTO days you accrue, effective January 1, 2015 replace all existing vacation and personal days that you have been allotted under prior policies. The vacation time you accrued in the past will carry over, in excess of the PTO policy, per the company's guidelines at the time.

With PTO banking, you will accumulate a specified amount of time each pay period, and you will determine how you will use it – for vacations, personal or family illness, doctor appointments, school and other activities. The amount of time earned will depend on the length of your service with the company.

PTO banking does not replace the company holiday schedule; we will continue to have compensated holidays each year.

**Eligibility:** You are eligible to participate in the PTO banking program if you are a regular status employee scheduled to work at least 30 hours per week. You begin accruing vacation time after 90 days of employment. Part-time employees are not eligible for PTO.

**Deposits Into Your Leave Account:** The amount of PTO you accrue each year is based on your length of service and accrues according to the chart below. PTO is accrued as you work or use accrued PTO. PTO is not earned if you are off work more than ten working days in which unpaid leave, short or long term disability or workers' compensation leave are taken.

***ACCRUAL SCHEDULE FOR FULL TIME EMPLOYEES***

<u>Length of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Maximum</u>
3 months – less than 7 years	3.38 hours	Up to 88 hours maximum
7 years but less than 10 years	4.00 hours	Up to 104 hours maximum
10 years but less than 15 years	4.31 hours	Up to 112 hours maximum
15 years but less than 20 years	4.62 hours	Up to 120 hours maximum
20 years but less than 25 years	4.92 hours	Up to 128 hours maximum
25 years but less than 30 years	5.23 hours	Up to 136 hours maximum
More than 30 years	5.54 hours	Up to 144 hours maximum

**Maximum Time Accumulated:** Although you may carry over unused PTO time from year to year, there is a maximum, or cap amount of PTO time you can accumulate. This encourages you to use your PTO and allows the company to manage its financial obligations responsibly. Once you have reached your cap, you will not accumulate any more PTO until you use some of the time in your account. After your balance goes below the maximum, you begin accruing PTO again. Maximum accrual is equal to one and one half times the annual PTO allotment.

**Types of Leave Time Off Not Deducted:** Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays,

bereavement time off, required jury duty and military service leave.

**Notice and Scheduling:** Due to scheduling concerns, we strongly encourage you to use at least 40 hours of your earned PTO time during the December to March timeframe.

Unless you are ill, you are required to notify your supervisor at least three weeks in advance of your intent to take PTO and get approval for time off. This allows for you and your supervisor to prepare for your time off and assure our staffing needs are met.

There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations you should inform your supervisor of your circumstances as soon as possible.

**Transition Provisions:** Most employees will start the new PTO banking system with an account balance consisting of all accrued old personal and vacation time. You will not lose any days if you come into the plan with a balance greater than your PTO cap. Employees who have hours over the maximum will continue to accrue PTO time and have one year to use time in excess of maximum accrual.

### 3.11 Jury Duty

Any full-time employee who has been notified to serve will be granted the time off to fulfill their jury duty obligation. During this time off full time employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular pay, not to exceed eight (8) hours per day, for a maximum of five (5) business days.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as HR. Additionally, a copy of the notice to serve jury duty should be forwarded to HR.

An employee on jury duty is expected to report to work any day he/she is excused from jury duty. Upon the employee's return, the employee must notify HR and must submit a signed - Certificate of Jury Service indicating the number of days served.

### 3.12 Bereavement Leave

In the unfortunate event of a death in the immediate family, a leave of absence of up to two (2) days will be granted with pay. These two days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be retroactive, split or postponed.

For this purpose, immediate family is defined as: spouse, child, step-child, parent (including in-laws), step-parent, sibling and step-sibling.

### **3.13 Voting**

Van's encourages you to exercise your voting privileges in local, state and national elections. Since the polls are open for long periods of time, Van's encourages you to vote before or after regular working hours. If it is necessary to adjust your schedule to vote, you are expected to give your supervisor as much advance notice as possible of any conflict between your work schedule and the exercise of voting rights in any election for any public office. Supervisors will adjust employee's schedules as needed to ensure that they will have the opportunity to vote. Non-exempt employees will not be paid for any time taken however, he/she may use any available accrued personal time off for this purpose.

### **3.14 Travel**

Employees may be asked to travel for company business. Flights, hotel and other travel arrangements should be made through the office. For overnight travel, the company will pay the IRS allowable per diem rate for the city to which you are traveling. Hotels, meals, and incidentals are included in your per diem which is an amount that varies by destination. This IRS regulated amount will need to be requested from accounting in advance of your trip. A taxi to and from the airport, where a hotel limousine is not available, will be reimbursed if it means that you would save money instead of renting a car.

If employees are required to use their own vehicle for company business, they will be reimbursed at a fixed rate based on the maximum IRS allowable rate. These rates will be reviewed and adjusted periodically. Related parking expenses for a company-approved trip will be reimbursed with presentation of a receipt. Receipts should be turned in during the pay period in which they occur. Traffic and parking violations will not be reimbursed. Expenses other than in-town job-related travel by staff members must be pre-approved.

If you must entertain prospective clients or others while on a trip, you are expected to keep the expenses reasonable. You will be reimbursed for these expenses if they are reasonable.

If you use your personal vehicle for a company errand or trip, you must be prepared to take all legal or civil responsibility for your driving as well as ensure that your vehicle is in a safe driving condition. The company will not be responsible for any accident, theft or other occurrence when you are using your own vehicle. The mileage reimbursement you receive includes gas and wear and tear as well as insurance for the miles that you use your car. You may not use your vehicle for a company errand or trip if you do not have insurance to cover any potential accident, theft, or other vehicle related occurrence. By using your own vehicle, you agree to indemnify the company from any liability due to your own driving. You are not to use your vehicle or a rental vehicle for a company errand or any other company travel unless you are fully insured, so as not to cause the company any liability.

### **3.15 Performance Reviews**

Your performance will be reviewed during and at the end of your probationary period as well as throughout your employment. If your performance is found satisfactory following the probation period, you may become a fully participating staff member eligible for group benefits, as outlined in the employee categories.

All employees should know how they are performing on the job and what steps they might take to improve their job performance. Each employee's performance will be reviewed on regular intervals. At the time of review, the employee will meet with their immediate supervisor to discuss strengths and weaknesses, career development, goals, and objectives. A written review will be placed in the employee's personnel file after that discussion. The employee will be asked to sign this document to acknowledge the discussion with their supervisor. A copy will also be given to the employee for their personal files.

Pay increases are not part of the review process unless indicated by your supervisor. All pay increases are based on merit and are at the sole discretion of Van's Lumber management.

If a review is required due to poor or nonperformance of all or part of the employee's job, or due to noncompliance with company policies, an employee may be placed on probation for a period of time to be determined by their supervisor.

### **3.16 Disciplinary Process**

Employees are expected to conduct themselves in accordance with generally acceptable work behaviors. Disciplinary action will depend on the circumstances surrounding the violation and will include termination if necessary. Your employment is not guaranteed for any specified length of time. Van's Lumber reserves the right to terminate employees with or without cause.

### **3.17 Resignation**

When an employee decides to leave for any reason, his/her supervisor and HR would like the opportunity to discuss the resignation before final action is taken. Van's often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide Van's with a written two week advance notice period and if the employee is a "professional" a written thirty day advance notice period is required. Effective on the date of termination, unused Paid Time Off may not be used during the resignation period. Any prior scheduled approved time off will be void as of the date of resignation.

Van's will only compensate employees for unused Paid Time Off when the employee works throughout the two week advance notice period and is not terminated for gross misconduct or cause (in the sole judgment of management); otherwise, unused Paid Time Off will be forfeited. If, as sometimes happens, the employee's supervisor wishes for the employee to leave prior to the end of the employee's notice period, the employee may be paid for the remainder of that period. You will be paid on the next scheduled payday following your termination date.

### **3.18 Terminations**

Every Van's employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain at Van's employ. Van's may terminate an employee's employment, or an employee may terminate his/her employment, without cause, with or without notice, at any time for any reason. No supervisor or other representative of Van's (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

### **3.19 Return of Company Equipment**

An employee's supervisor is responsible for arranging the return of and/or collecting Van's property on or before an employee resignation date or termination date, whichever the employee supervisor deems appropriate. Van's property includes, but may not be limited to: uniforms, office keys, Van's manuals, cell phones, company vehicle and company gas card. All issued Van's property must be returned in good working condition before your final paycheck can be issued. You will be responsible to pay for any lost or damaged equipment. The value of any property or equipment damaged or not returned may be deducted from your final paycheck.

The value will be determined by its replacement cost and/or current market value.

### **3.20 Exit Interviews**

If you decide to leave, you may be asked to grant Van's the privilege of an exit interview with HR. During the exit interview, you can express yourself freely. It is hoped that this exit interview will be an opportunity to discuss your reasons for leaving, your impressions about Van's, as well as an opportunity for you to provide insights into possible improvements.

## 4 Compensation

### 4.1 Reporting Time Worked

The Federal Government requires that Vans' Lumber & Custom Builders maintain accurate time tracking for hourly employees. All employees are expected to keep track of their hours worked. Any unauthorized employee who alters the report of another employee's time worked will be subject to disciplinary action up to and including termination.

### 4.2 Payment Schedule

Compensation for employment, which includes overtime pay for non-exempt employees, is made on a bi-weekly basis, every other Thursday, (which results in 26 paychecks per calendar year), and is for services performed the two week period ending the previous Sunday at 11:59 a.m. The pay period starts on Monday at 12:00 am and ends on the following Sunday at 11:59 PM.

Employee direct deposit notifications will be emailed to the employee. The email is password protected to insure security. Employee direct deposit notifications may also be given personally to the employee or mailed. All other arrangements for mailing or pick-up must be made in advance with HR.

If the normal payday falls on a company holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Van's reserves the right to change this schedule at any time and will give notice of any such changes. Under no circumstances will Van's release any paychecks prior to the announced schedule.

### 4.3 Overtime

Overtime is defined as time worked beyond a forty hour workweek. Non-exempt employees will be compensated on a time and a half basis for overtime.

Employees are to complete their daily and weekly assignments during regular office hours. Non-exempt employees are eligible for overtime for all hours worked in excess of 40 in any work week. It is expected that an employee will comply with any requests to work overtime. Van's will also try to give you as much notice as possible when overtime will be mandated. All overtime designated by your manager is approved overtime. If an employee works overtime without approval, the overtime must be paid, however the employee may be subject to disciplinary action up to and including termination.

## **4.4 Payment Method**

Employees may be paid by check or through direct deposit of funds to a savings or checking account (or both) at a bank of their choice. To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. The completed form and a voided check must be turned into HR no later than 12:00 noon the Monday of a payroll week.

## **4.5 Error in Paycheck**

Every effort is made to avoid errors in your paycheck. If you believe an error was made, you need to contact HR immediately. Delays in reporting possible errors will make it difficult to correct the error.

## **4.6 Statement of Earnings**

A statement of earnings is given each pay period to employees indicating: Gross Pay; Statutory Deductions and Voluntary Deductions. Statutory deductions include Federal withholding, state taxes and your contribution to Social Security and Medicare. The amount of Federal withholding is affected by the number of exemptions claimed on your W-4, Employee's Withholding Allowance Certificate. Any time an employee's marital status changes or the number of exemptions previously claimed increase or decreases, or the employee wants additional money withheld, a new Form W-4 must be submitted to HR. HR will not make any changes to an employee's Federal withholding without a completed W-4.

## **4.7 Layoff & Recall**

In the event of a reduction in workforce, employees will be laid off based on skills, abilities, as well as seniority. Please understand that if the skills and abilities of two employees are equal, seniority will be the determining factor in layoff decision.

Recall will be made by mail or telephone call. Failure to respond to the recall within two (2) days of notice will be considered a voluntary resignation. Laid off employee must keep HR informed of any change in mailing address or telephone number. If you leave the area, plan to leave the area, or you are unreachable for a period of time, please feel free to contact your supervisor to let us know you are interested in returning to work.

Although employees are usually placed in the same positions when they are recalled, Van's cannot provide a guarantee. However, Van's will make every reasonable effort to place you in a comparable position upon return to work.



## **4.8 Bonuses & Incentives**

Bonus or Incentive pay is additional compensation paid to an employee, or group of employees, in addition to their normal rate of pay. This additional compensation may be granted under specific, limited circumstances and is the sole discretion of Van's management.

## **4.9 Garnishment of Wages**

You will be notified of any court or agency ordered deductions to be made to your paycheck (such as child support or garnishments) whenever Van's is ordered to make such deductions. Please understand that Van's is obligated to enforce any such court or agency ordered deduction until such time as Van's is notified by the proper authority to stop the court or agency ordered deduction.

# 5 Employee Benefits

Van's Lumber & Custom Builders sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. The benefits are summarized in separate booklets called "summary plan descriptions," which are provided to all eligible employees. The details of each benefit are contained in separate legal documents known as the "plan documents," which take precedence over anything contradictory in the summaries.

All full-time employees will enjoy all of the benefits described in this policy and the individual plan summaries as soon as they meet all of the eligibility requirements for each particular benefit. Part-time employees are not eligible for benefits.

Willfully making a false statement for the purpose of obtaining or denying benefits may result in criminal prosecution and termination of employment.

**All of the Employee Benefit Documents are posted on the Van's Lumber website on the Employee Resource page.**

**The website is [www.vanslumber.com](http://www.vanslumber.com)**

**Click on the tab - Services**

**Click on – Employee Resources**

**The password is: build1tbetter!**

## 5.1 Social Security & Medicare

Through Social Security, you and your family are protected against loss of work income due to retirement, disability or death. Medicare protects you against the increasing medical expenses associated with aging. All employees participate in the Social Security program. You and Van's Lumber both contribute on your behalf.

## 5.2 Unemployment Compensation

Unemployment compensation is designed to provide a temporary income for those who are out of work through no fault of their own. Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with Van's Lumber & Custom Builders. The Division of Unemployment Insurance of each State's Department of Labor determines eligibility for Unemployment Compensation. Van's Lumber & Custom Builders pays the entire cost of this insurance program.

## **5.3 Worker's Compensation**

All employees are entitled to Workers' Compensation benefits paid by Van's Lumber & Custom Builders. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, Workers' Compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work.

## **5.4 Cafeteria Plan**

Van's Lumber has established a Cafeteria Plan (Section 125) for the benefit of its employees. This plan gives you significant tax benefits and results in higher take home pay than companies not offering a Cafeteria Plan. Under the company Cafeteria Plan, your portion of the health insurance premiums will be deducted pre-tax, thereby reducing your taxes and increasing your take home pay. At your option, money for other qualifying expenses can also be deducted from your paycheck prior to taxes being calculated. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

## **5.5 Flexible Benefits**

Any full-time employee, after the probationary period, may participate in the flexible spending account provided by the company. This program allows employees to set aside pre-tax income to pay for childcare or medical services. Taking part in a flexible spending account can reduce your taxable income and increase your take home pay. Pre-tax amounts can be deducted for Childcare Spending Accounts or Medical Spending Accounts. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

## **5.6 Health Insurance**

All eligible employees may choose from three HMO plans for medical insurance. Eligible employees' effective date of coverage will be the first of the month following 60 days' employment. The Summary Plan Descriptions are posted on the employee resources section of the Van's Lumber website.

## **5.7 Dental Insurance**

Van's Lumber & Custom Builders has made every effort to find a comprehensive dental plan that will meet the needs of both families and individuals. A detailed explanation of benefits and how to use the insurance is available in the dental summary plan booklet provided by the insurance company. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

## 5.8 Voluntary Coverage

Van's Lumber offers **Critical Care, Accident and Vision** voluntary coverage for your consideration. The premiums for these voluntary plans are 100% employee paid. The Summary Plan Descriptions and rates for each of these plans are posted on the employee resources section of the Van's Lumber website.

## 5.9 Short Term Disability Insurance

Short-term disability benefits are available to employees only. The waiting period is as follows: injury - 0 days; hospitalization – 0 days; illness – 7 days. The maximum benefit period is 26 weeks. The benefit amount is 50% of the employee's weekly salary or wage, not to exceed a maximum weekly benefit of \$400. Weekly salary or wage with respect to all employees shall mean earnings excluding overtime, bonus arrangements, expenses, allowances, etc. that the employee received from the employer.

A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability, and stating or estimating the date when the employee will be able to return to work. If the employee cannot return on that date, another statement from a physician or licensed health care professional, with a new return date, will be required. Employees will not be able to return to work without submitting to the office a note from a physician or licensed health care professional authorizing the employee's return.

Any FMLA leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take his/her full short term disability benefits, and then take three months off under the FMLA; any time spent on short term disability counts as part of an employee's FMLA leave.

The company will attempt to return an employee who is returning from a short term disability leave to the same or similar job, at the same salary that the employee held prior to the leave. Under some circumstances, however, permanent replacement during a leave may be required, or in some instances, staffing requirements may change. Therefore, unless an employee is entitled to return to the same or an equivalent position under the Family and Medical Leave act, a job cannot be guaranteed when the employee is ready to return to work from a short term disability leave. In the event the employee is not entitled to return to the same or an equivalent position under the Family and Medical Leave act and a position is not available or if the employee chooses not to return to work, upon the expiration of the disability leave, the employee will be terminated. If an employee does not return from a short term disability leave, the termination date is the last day that the employee was authorized to return or the date the employee notifies his/her supervisor that he/she is not returning, whichever is sooner. Such employees may be considered for reemployment. An employee who returns to work following a short term disability leave will be considered as having continuous service.

## **5.10 Long Term Disability**

If you are unable to work due to a disability, this program will insure 60% of your earnings after a 180-day wait. This program coordinates with our short-term disability. Benefits are payable to age 65 if you are sick or injured and cannot work. Employees pay 100% of the premium and will be payroll deducted from each paycheck. Premiums will be waived while benefits are being paid. Employees are eligible for enrollment after a 60-day waiting period. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

## **5.11 Life, Accidental Death, and Dismemberment Insurance**

The Company provides group term life insurance for eligible employees who have been employed by Van's Lumber for 90 days. Coverage is one times your annual earnings rounded to the next higher \$1,000 to a maximum of \$100,000. Accidental Death and Dismemberment is one times your annual earnings rounded to the next \$1,000 to a maximum benefit of \$100,000. Life insurance for insured dependents: spouse \$2,000; children 14 days to 19 years \$1,000; children 19 years to 23 years if a student \$1,000. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

Additional voluntary life insurance coverage is available for eligible employees. The rates and amounts of coverage are posted on the employee resource section of the Van's Lumber website.

## **5.12 Tuition Reimbursement**

Van's Lumber encourages its employees to attend professional information gatherings such as seminars, workshops or classes that are related to their work at Van's Lumber. Management may be willing to pay for these experiences. Please let your supervisor know if you are aware of an educational experience that will enhance your work at Van's Lumber.

## **5.13 401k Plan**

The Company offers a voluntary pre-tax and Roth salary reduction plan in which regular full-time employees who are 20 years of age or older, may elect to participate after two months of service. Enrollment dates are December 1<sup>st</sup>, March 1<sup>st</sup>, June 1<sup>st</sup> or September 1<sup>st</sup> following completion of eligibility requirements.

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving the amount in cash. This percentage however, may not exceed the maximum allowable under the limits of Code Section 401(k), 404 and 415.

The amount you elect to defer will be deducted from your pay in accordance with the written procedure established by the Company. The procedure will require that you enter into a written election agreement, and will permit you to modify it each December 1<sup>st</sup>, March 1<sup>st</sup>, June 1<sup>st</sup> and September 1<sup>st</sup>. The Summary Plan Description is posted on the employee resources section of the Van's Lumber website.

## 5.14 Profit Sharing Plan

Van's Lumber & Custom Builders, Inc. Profit Sharing Plan will be for the exclusive benefit of eligible employees and their beneficiaries. The purpose of this Plan is to reward eligible employees for long and loyal service by providing them with retirement benefits. Between now and your retirement, Van's Lumber intends to make discretionary contributions for you and other eligible employees. When you retire, you will be eligible to receive the value of the amounts, which have accumulated in your account.

Your vested percentage in any Employer Contribution is determined under the following schedule and is based on vesting years of service.

Years of Service	0	1	2	3	4	5	6
Vested %	0	0	20	40	60	80	100
All accounts fully vested at retirement age							

## 5.15 Continuation of Benefits - COBRA

Benefits (medical, dental, vision, disability and life) end on the last day of the month following your last day of employment. An employee, unless dismissed for gross misconduct, has the option to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

## 6 Miscellaneous

### 6.1 Information Posting

Van's Lumber will send out important notices by email. If you don't have email and you would like the notices mailed to you please notify HR.

### 6.2 Outside Employment

If a Van's Lumber employee is involved in other employment, it is essential that their primary commitment is given to Van's Lumber. This commitment includes honoring your work schedule at Van's Lumber. While employed at Van's Lumber, an employee may not utilize talents and/or knowledge gained through employment at Van's Lumber, company equipment, software or other assets of the company for the benefit of other companies or non-Van's Lumber staff without the express permission of Van's Lumber, Craig VandenHouten, President.

### 6.3 Inclement Weather

Van's Lumber functions best when all employees are at work so it is important to report to work as scheduled. If hazardous weather conditions exist, Van's Lumber expects you to use good judgment and your supervisor will take that into consideration if you do not arrive on time. At times, emergencies such as severe weather can disrupt company operations. If work crews are called off due to weather, Chris Van will notify employees by email or text.

### 6.4 Safety

It is our policy to provide a safe and healthy work environment for everyone. A safe environment does not occur by chance. It requires everyone's close attention and open communication between management and employees. Workers who notice hazards or other safety problems, or who believe that they need additional training, must notify their supervisors immediately. Supervisors and management must address the concerns of workers and make sure that any problems are fixed quickly.

Everyone is obligated to know and abide by the safety requirements and standards for their area or job. Through their own "pro-safety" attitudes and practices, supervisors must instill a positive attitude in workers. In return, employees must give training exercises and safety meetings the utmost attention and must follow all safety regulations. Compliance with safety policies is a condition of employment and must be taken very seriously. Failure to comply will result in disciplinary action, including termination of employment for serious or repeated violations.

Please report all safety hazards as well as anything that needs repair (no matter how minor) to your supervisor immediately. Below are some general safety rules. Your supervisor or department head may post other safety procedures in your department or work area:

- \* Avoid overloading electrical outlets with too many appliances or machines.
- \* Use flammable items, such as cleaning fluids, with caution.
- \* Walk -- don't run.
- \* Use stairs one at a time.
- \* Report to your supervisor if you or a co-worker becomes ill or is injured.
- \* Ask for assistance when lifting heavy objects or moving heavy furniture.
- \* Smoking is prohibited.
- \* Keep cabinet doors and file and desk drawers closed when not in use.
- \* Sit firmly and squarely in chairs that roll or tilt.
- \* Wear or use appropriate safety equipment as required in your work.
- \* Avoid "horseplay" or practical jokes.
- \* Start work on any machine only after safety procedures and requirements have been Explained (and you understand them).
- \* Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else.
- \* Wear other protective equipment like gloves, goggles, spats, hearing protectors, etc., in designated areas or when working on an operation which requires their use.
- \* Wear appropriate personal protective equipment, like steel-toe shoes and hard hats. If you are a supervisor or manager, you also have a responsibility to inform employees of this requirement.
- \* Keep your work area clean and orderly, and the aisles clear.
- \* Stack materials only to safe heights.
- \* Watch out for the safety of fellow employees.
- \* Use the right tool for the job, and use it correctly.



- \* Wear gloves whenever handling castings, scrap, barrels, etc.
- \* Operate motorized equipment only if authorized by your immediate supervisor.
- \* Wear safety belts at all times while operating vehicles.
- \* All vehicle operators must have a valid license.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions under our Progressive Discipline Policy.

***Restricted Areas:*** In the interest of safety and security, certain areas Van's facilities may be restricted to authorized personnel only. Such areas will be clearly marked.

***Injuries, Accidents and Emergencies:*** Maintaining a safe work environment requires the continuous cooperation of all employees. Van's strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on Van's premises.

Federal law ("OSHA") requires that we keep records of all illnesses and injuries, which occur during the workday. The Wisconsin State Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your supervisor for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact HR for more information.

***Reporting Illnesses and Injuries:*** No matter how minor the on-the-job injury may appear, or whether or not medical attention is requested at the time of the injury, employees are required to report the accident to their supervisor immediately. The supervisor should then notify Medcor injury assessment service. This will enable an eligible employee to apply for Workers' Compensation insurance as soon as possible. When employees are injured on the job or witness an injury to another employee on the job, they must follow these guidelines:

1. If the injury is of a serious nature or life threatening, dial "911" for treatment and/or transport to the nearest hospital emergency room for care.
2. If the injury is not of a serious nature or life threatening, you are to notify the immediate or closest supervisor immediately and call Medcor injury assessment service. Call 1-800-775-5866 24 hours/7 days a week.

3. All on-the-job illnesses, injuries or accidents must be reported the same day it occurs.
4. An accident/incident report should be completed and signed by the injured employee and by the supervisor the illness, injury or accident was first reported to.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

**Unacceptable Activities:** Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of Van's. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see HR for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- \* Willful violation of any Company rule; any deliberate action that is extreme in nature and is obviously detrimental to Van's efforts to operate profitably.
- \* Failure to use your time card; alteration of your own time card or records or attendance documents; punching or altering another employee's time card or records, or causing someone to alter your time card or records.
- \* Willful violation of security or safety rules or failure to observe safety rules or Van's safety practices; failure to wear required safety equipment; tampering with Van's equipment or safety equipment.
- \* Negligence or any careless action that endangers the life or safety of another person.
- \* Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on Van's premises, except medications prescribed by a physician which does not impair work performance.
- \* Unauthorized possession of dangerous or illegal firearms, weapons or explosives on Van's property or in a Van's vehicle.
- \* Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Van's premises or when representing Van's; fighting, or horseplay or provoking a fight on Company property, or negligent damage of property.
- \* Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.

- \* Threatening, intimidating or coercing fellow employees on or off the premises - at any time, for any purpose.
- \* Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Van's property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- \* Theft of Van's property or the property of fellow employees; unauthorized possession or removal of any Van's property, including documents, from the premises without prior permission from management; unauthorized use of Company equipment or property for personal reasons; using Van's equipment for profit.
- \* Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Van's; alteration or falsification of Van's records, Van's documents or work products.
- \* Violating the non-disclosure agreement; giving confidential or proprietary Van's information to competitors or other organizations or to unauthorized Van's employees; working for a competing business while a Van's employee; breach of confidentiality of personnel information.
- \* Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- \* Immoral conduct or indecency on Van's property.

Occurrences of any of the following activities, as well as violations of any Van's rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will":

- \* Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor; mistakes due to carelessness or failure to get necessary instructions.
- \* Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- \* Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
- \* Sleeping on the job; loitering or loafing during working hours.

- \* Excessive use of Van's telephones for personal calls.
- \* Smoking on Van's property, vehicles or job sites
- \* Creating or contributing to unsanitary conditions.
- \* Posting, removing or altering notices on any bulletin board on Van's property without permission from HR.
- \* Failure to report an absence or late arrival; excessive absence or lateness.
- \* Filling your own order or invoicing or ringing up your own order.
- \* Buying Van's merchandise for resale.
- \* Obscene or abusive language toward any supervisor, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on Van's premises.
- \* Speeding or careless driving of any Van's vehicle.
- \* Failure to immediately report damage to, or an accident involving Van's equipment and/or vehicles.
- \* Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.

There is a separate safety manual that covers specific programs on the employee resource section of Van's website.

# **Employee Manual Receipt Acknowledgment**

**By signing this acknowledgement, I am certifying that I have received the employee handbook. I will be responsible for reading and becoming familiar with its contents. I am also certifying that I understand the following items:**

**The employee handbook is not a binding contract, but a set of guidelines.**

**The Company may modify the provisions of this handbook as deemed necessary.**

**I understand that I am employed on an at-will basis, and that my employment may be terminated at any time either by me or by the Company.**

**Representations or agreements contrary to the foregoing, whether express or implied, are invalid unless signed by an officer of the Company or an authorized manager.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_