



# **United County Industries Corporation d/b/a County Heat Treat**

**United County Industries Employee Handbook**

**July 15, 2022**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with United County Industries Corporation d/b/a County Heat Treat, hereinafter referred to as the "Company," will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Barbara A. Nartowt.

We wish you success in your employment here at United County Industries Corporation d/b/a County Heat Treat!

All the best,

William J. Nartowt, President  
United County Industries Corporation d/b/a County Heat Treat

### 1.2 At-Will Employment

Your employment with County Heat Treat is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave County Heat Treat at any time, with or without notice and with or without cause.

Nothing in this handbook or any other document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President/Vice President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President/Vice President.

If a written contract between you and County Heat Treat is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 2.0 Introductory Language and Policies

### 2.1 About the Company

United County Industries Corp. d/b/a County Heat Treat is a family-owned and operated business founded by Walter J. Nartowt in 1966, and is in its third-generation of heat treat services. Based in central Massachusetts, the Company is meeting the needs of its customers throughout New England and beyond. Whether it's simple stress relief of a low carbon steel weldment or the exacting specifications of a helicopter drive shaft, we are capable of meeting our customers' thermal processing needs.

The staff of County Heat Treat is proud the Company is compliant and registered to ISO 9001, GE approved, and FAA certificated. These accreditations will assure our customers that County Heat Treat is meeting the needs of global competition now and in the future.

We are glad that you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

William J. Nartowt, President

and

Barbara A. Nartowt, Vice President/Executive Administrator

### 2.2 Company Facilities

OUR SERVICES & CAPABILITIES:

Neutral hardening: Up to 60 inches long. Carburizing: Up to 60 inches long.

Carbo-nitriding: Two continuous furnaces. Vacuum Hardening: Stainless and tool steel. Nitriding: Up to 115 inches long. Straightening and Aging

Flame Hardening

Precipitation Hardening

Stress Relieving, Brazing

Carbon Restoration

Cleaning: Sand blasting, Aluminum Oxiding, Glass beading

### 2.3 Mission Statement

The primary mission of County Heat Treat, as it relates to its customers, is to offer **flawless service and quick delivery**. We strive to provide work in such a professional manner that our customers will come

back again and again. The result of accomplishing our mission to our customers will be increased customer satisfaction and increased market share.

## 2.4 Our Organization

Our Organizational chart can be found posted throughout the establishment and on the shared Public drive.

## 2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including United County Industries Corporation d/b/a County Heat Treat policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion.

## 3.0 Hiring and Orientation Policies

### 3.1 Conflicts of Interest

County Heat Treat is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor, you must disclose it to your Supervisor/Manager. If an actual or potential conflict of interest is determined to exist, the Supervisor/Manager will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with County Heat Treat. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor/Manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the County Heat Treat.

### 3.3 Job Descriptions

County Heat Treat attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor/Manager.

Job descriptions prepared by the Vice President serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Vice President may have to revise, add to, or delete from your job duties per business needs. On occasion, the Vice President may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisor/Manager.

### 3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an orientation period. During this period, you will become familiar with County Heat Treat and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your orientation period with County Heat Treat can be shortened or lengthened as deemed appropriate by management. Completion of this orientation period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

### 3.5 Posting of Openings

County Heat Treat desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board.

### 3.6 Training Program

In most cases, and for most departments, training is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor/Manager.

## 4.0 Wage and Hour Policies

### 4.1 Attendance

County Heat Treat employees are expected to be present for work on time every day according to their schedule. Regular attendance and punctuality are considered essential job functions and are important to keep the company operating. Furthermore, workloads are subject to change on a daily basis. All employees may be required to perform work outside of their established work schedules in order to fulfill responsibilities, complete assigned work and/or meet the demands of the business. If employees have any questions regarding their particular work schedule, they should inquire with their Supervisor/foreman.

We do recognize that from time-to-time personal issues and illnesses may arise which interfere with your ability to come to work or complete a workday. In either case, you must speak to your Supervisor/Foreman at least one (1) hour before the start of your shift or as early as practicable of your absence. Texting and email are acceptable provided you receive an immediate acknowledgement from management of your absence. If your Supervisor/Foreman is unavailable, speak with the Plant Manager or General Manager. If you arrive to work late, report immediately to your Supervisor/Foreman upon arrival unless your Supervisor/Foreman specifically states otherwise.

Employees are given a five-minute grace period at the start and end of each scheduled shift. Employees must clock in and clock out for each shift. If there is any problem recording a clock in or clock out, inform a manager immediately. Employees who consistently fail to clock in or clock out may receive disciplinary action, up to and including termination.

Requests for all leaves of absence (e.g. vacation, sick, personal, jury duty, etc.) must be approved by your Supervisor/Foreman. Unless you are on an approved leave of absence (i.e., written confirmation of your leave of absence from management), it is your responsibility to call in each and every day you are absent or tardy. With regard to an illness or injury, Company policy requires that if you are absent for three (3) consecutive days, you must submit a doctor's note; the Company reserves the right to require a doctor's note for shorter periods of absence in its discretion. Employees may request exceptions for work absences from ownership. These must be approved on a case by case basis.

#### Definitions

**Tardy** = clocking in more than 5 minutes after your scheduled start time and clocking out more than 5 minutes before your scheduled end time (subject to disciplinary action)

**Tardiness** = the practice of being Tardy (subject to disciplinary action)

**Absence/Absent** = Not being available and ready to work by clocking in at the scheduled start time.

**Approved Absence/Personal** = an absence that was requested, approved and recorded prior to the absence. EXAMPLES: Vacation, Personal Days, Sick Days, Maternity Paternity

**Unapproved Absence** = any absence that happens without prior documented approval. (subject to disciplinary action)

**Exempt/excused absence** = unpaid absence granted for funerals, jury duty, bereavement, childbirth, a car accident, medical appointment and unavoidable emergencies, Bereavement, jury duty and military duty are exempt from disciplinary action. Bereavement, jury duty and military require proper documentation to be given to a manager within 48 hours of the absence.

**Excessive Absences** = Three (3) or more unexcused, unapproved absences in any ninety (90) day period. (subject to disciplinary action).

**Job Abandonment** = if an employee is a no-show no-call for three or more consecutive business days It will be considered a job abandonment or termination without notice.

**Records:** Absenteeism-Time Off Form

## 4.2 Business Expenses

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at United County Industries Corporation d/b/a County Heat Treat.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

### Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to pay for and report all expenses.

### Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

### Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Supervisor/Manager.

### Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer.

### Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

### Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

## 4.3 Direct Deposit

County Heat Treat requires all employees to enroll in direct deposit through your PAYCHEX Flex account. All employees are paid on a weekly basis. Our weekly pay schedule covers one-week periods of work where each week begins on Sunday at 12 AM and ends the following Saturday at 11:59 PM.

Pay is distributed on Wednesday for the weekly pay period which closed the previous Saturday. If Wednesday is a holiday, the pay will be distributed the preceding Tuesday.

Explanation of your deductions will be available to you from the payroll provider.

## 4.4 Introduction to Wage and Hour Policies

At United County Industries Corporation d/b/a County Heat Treat, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your Supervisor/Manager.

## 4.5 Job Abandonment

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive business days, you will be considered to have abandoned your job and voluntarily resigned from County Heat Treat.

## 4.6 Paycheck Deductions

United County Industries Corporation d/b/a County Heat Treat is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor/Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor/Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

## 4.7 Recording Time

United County Industries Corporation d/b/a County Heat Treat is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company time cards or punch clock. Exempt employees may also be required to track days or time worked. Speak with your Supervisor/Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- Other compensable time required by state law (such as time taken waiting to undergo and undergoing mandatory screenings).

All time related records are to be turned in to your Supervisor/Manager or Human Resource every Monday by 8 AM (Tuesday if Monday is a holiday).

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify your Supervisor/Manager Human Resource of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resource any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.8 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at United County Industries Corporation d/b/a County Heat Treat.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved United County Industries Corporation d/b/a County Heat Treat business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Supervisor/Manager has been received.

##### Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses.

##### Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

##### Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the President or Vice President.

##### Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

##### Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

##### Insurance

The Company does not pay for personal travel insurance for employees.

##### Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

##### Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and your driving record may be subject to review. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The President or Vice President must authorize any deviation from this policy.

##### Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

#### **4.9 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by United County Industries Corporation d/b/a County Heat Treat will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$250 do not require prior approval. Credit card purchases for vehicle use over \$250 and any other business purchases over \$100 must receive prior approval from your Supervisor/Manager.

Submit all sales receipts generated by use of the Company credit card monthly to the Procurement Department or Executive Administrator. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 3 days.

Immediately report lost or stolen Company cards to the President or Vice President. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

United County Industries Corporation d/b/a County Heat Treat will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.2 Exit Interview**

You may be asked to participate in an exit interview when you leave United County Industries Corporation d/b/a County Heat Treat. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies.



Your cooperation in the exit interview process is appreciated.

### 5.3 Open Door/Conflict Resolution Process

United County Industries Corporation d/b/a County Heat Treat strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor/Manager and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor/Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor/Manager. If you have already brought this matter to the attention of your Supervisor/Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have. A formal written complaint form is available upon request.

### 5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at United County Industries Corporation d/b/a County Heat Treat is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Supervisor/Manager. Failure to adhere to this policy may result in discipline up to and including termination.

### 5.5 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with United County Industries Corporation d/b/a County Heat Treat profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

### 5.6 Performance Improvement

United County Industries Corporation d/b/a County Heat Treat will make efforts to periodically review your work performance. The performance improvement process will take place approximately 90 days after date of hire and thereafter annually, or as business needs dictate. You may specifically request that your Supervisor/Manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors such as job performance and incentive programs if available.

### 5.7 Post-Employment References

United County Industries Corporation d/b/a County Heat Treat policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to the Executive Administrator.

### 5.8 Promotions

To match you with the job for which you are best suited and to meet the business needs of United County Industries Corporation d/b/a County Heat Treat, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

### 5.9 Resignation Policy

United County Industries Corporation d/b/a County Heat Treat hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a MANAGER-SUPERVISOR, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your MANAGER-SUPERVISOR. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

#### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

#### Return of Property

Return all Company property at the time of separation, including such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

### 5.10 Standards of Conduct

United County Industries Corporation d/b/a County Heat Treat wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.

- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

### 5.11 Transfers

United County Industries Corporation d/b/a County Heat Treat may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

### 5.12 Workforce Reductions (Layoffs)

If necessary based upon business needs, United County Industries Corporation d/b/a County Heat Treat management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## 6.0 General Policies

### 6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. United County Industries Corporation d/b/a County Heat Treat may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### 6.2 Bulletin Boards

United County Industries Corporation d/b/a County Heat Treat maintains official bulletin boards (including electronic), located at the time clock and lunchroom areas for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin boards. You are responsible for being informed about this material by periodically reviewing the bulletin boards. Only personnel authorized by the Vice President or General Manager may add and remove notices from the bulletin boards.

### 6.3 Computer Security and Copying of Software

Software programs purchased and provided by United County Industries Corporation d/b/a County Heat Treat are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The General Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain the President/Vice President's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

### 6.4 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at United County Industries Corporation d/b/a County Heat Treat must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### 6.5 Employer Sponsored Social Events

United County Industries Corporation d/b/a County Heat Treat holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor/Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

### 6.6 Employer-Provided Cell Phones/Mobile Devices

United County Industries Corporation d/b/a County Heat Treat may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

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

## 6.7 GPS Monitoring of Employer Vehicles

United County Industries Corporation d/b/a County Heat Treat desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting Company vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the Company uses GPS technology to monitor the whereabouts of our delivery trucks at all times.

Questions concerning vehicle monitoring should be directed to Executive Administrator. Questions concerning the proper use of any vehicles should be directed to your Supervisor/Manager.

Any employee who abuses the privilege of driving company vehicles will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## 6.8 Incentive Programs

### Exempt & Non-Exempt Employees

INCENTIVE – LEARNING & DEVELOPMENT – MAXIMUM VALUE: \$.50/hour increase

Annually participate in 4 voluntary trainings in the ESI website: [www.theeap.com](http://www.theeap.com). These trainings are unrelated to required training. These trainings may be taken on company time or personal time. Pass quiz. Print certificates and hand in to Main Office. The number of trainings taken within a performance review year will count towards a wage increase as follows:

- Complete 1 training \$.12
- Complete 2 trainings \$.24 (+\$.12)
- Complete 3 trainings \$.37 (+\$.13)
- Complete 4 trainings \$.50 (+\$.13)

To access the website follow below:

Steps:

Open Browser

Enter [www.theeap.com](http://www.theeap.com)

Click on "Employee & Family Login"

Login or Register

Click on "Trainings"

Choose either "New & Improved Trainings!" or "Archived Trainings"

Click on a training of your choice

Take quiz

Print certificate and hand in to Main Office

## 6.9 Mail Use

You are required to limit usage of the United County Industries Corporation d/b/a County Heat Treat mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage meter for your personal mail. Report any suspicious packages or envelopes to the President/Vice President/General Manager immediately.

## 6.10 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, United County Industries Corporation d/b/a County Heat Treat has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to Supervisor/Manager.

County Heat Treat may authorize from time-to-time a limited number of fund drives by employees on behalf of charitable organizations or for employees' gifts.

## 6.11 Off-Duty Use of Employer Property or Premises

You may not use United County Industries Corporation d/b/a County Heat Treat property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the consent of your Supervisor/Manager.

## 6.12 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of United County Industries Corporation d/b/a County Heat Treat. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Employees in administrative office positions are not to wear sleeveless shirts. Jeans that are not torn or having holes are allowed.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Supervisor/Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

Safety glasses and steel-toed shoes are required on the production floor. Furnace operators are recommended to wear long sleeve shirts, long pants and work gloves. Please check with your Supervisor for additional safety requirements.

Uniforms Provided by the Company

Regular Full-Time, Regular Part-Time and Part-Time Employees who work for United County Industries Corporation d/b/a County Heat Treat and have completed ninety (90) calendar days of continuous employment will be provided with personal uniforms appropriate for the work they do. Prior to this time period, at the discretion of your supervisor, uniforms may be provided or the employee will be directed by management to wear a coverall or other spare uniform which will provide the same minimum level of protection required for the work they will do. United County Industries Corporation d/b/a County Heat Treat has decided that since these uniforms are considered part of the employee's personal protective equipment, they will be paid for 100% by the company. Uniforms are to remain on site at all times. Employees are prohibited from leaving the facility with a dirty uniform. All laundering of uniforms must be done by the vendor hired to do this work. Each employee will sign-off on receiving a number of uniforms they are financially responsible for returning at the termination of work with United County Industries Corporation d/b/a County Heat Treat. United County Industries Corporation d/b/a County Heat Treat will also provide an employee with full/partial subsidy (based on price) for the purchase of steel-toed shoes after completing ninety (90) calendar days of employment and annually thereafter. Please review the United County Industries Corporation d/b/a County Heat Treat personal protective equipment process for a detailed review of this process. ***\*Be aware, some final wages may be withheld until unaccounted-for uniforms are returned to United County Industries Corporation d/b/a County Heat Treat.\****

## 6.13 Personal Cell Phone/Mobile Device Use

While United County Industries Corporation d/b/a County Heat Treat permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from human resources. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## 6.14 Personal Data Changes

It is your obligation to provide United County Industries Corporation d/b/a County Heat Treat with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your emergency contact information, marital or tax withholding status, employability status (e.g., work authorization, visa, citizenship), errors in birth date or social security information. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

## 6.15 Security

All employees are responsible for helping to make United County Industries Corporation d/b/a County Heat Treat a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor/Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Supervisor/Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

Any and all property issued by the company must be returned upon departure from the company. Including but not limited keys, uniforms, cell phones, credit cards.

County Heat Treat is not responsible for employees' personal assets and property.

Important things to remember:

- For security reasons, you should not leave personal belongings of value in the workplace. County Heat Treat is not responsible for loss or damage to any personal property while on County Heat Treat premises. We encourage employees to take appropriate precautions to protect personal property.
- Report any loss, whether of personal or County Heat Treat's property, or any incident of a suspicious nature to management as soon as possible. If you break or damage County Heat Treat property, report it to your Supervisor/Foreman immediately.
- Keys that are issued to certain County Heat Treat employees should be kept free from personal or Company identification to avoid misuse if stolen or misplaced. Immediately report misplaced or stolen keys to your Supervisor/Foreman.
- No Company property may be removed from the premises without proper authorization from management.
- Offices, desks, lockers, etc., are County Heat Treat's property and subject to search by County Heat Treat in our discretion. Accordingly, no employee shall have any expectation of privacy in the use of

his/her office, desk, locker, vehicle or any other space or equipment assigned to them.

- Report any stranger you notice loitering about the building to management.

County Heat Treat provided property including, but not limited to, vehicles, tools, computers, and equipment is for use by employees at work and during working hours. We reserve the right to require an employee to return any and all of our property to us at any time.

Employees may raise concerns, report violations, and/or participate in an investigation without fear of retaliation. Further, any employee's involvement will be kept confidential to the extent practicable.

## 6.16 Social Media

At United County Industries Corporation d/b/a County Heat Treat, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## 6.17 Suggestion Policy

At United County Industries Corporation d/b/a County Heat Treat, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the services of our Company, or meet customer and client needs. Put your suggestions/ideas on paper and submit to your Supervisor/Manager. Keep a copy for yourself.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

## 6.18 Telephone Use

United County Industries Corporation d/b/a County Heat Treat phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

## 6.19 Third Party Disclosures

From time to time, United County Industries Corporation d/b/a County Heat Treat may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the President or Vice President. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the President or Vice President.

## 6.20 Use of Company Technology

This policy is intended to provide United County Industries Corporation d/b/a County Heat Treat employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

#### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. 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.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

#### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

### **6.21 Use of Employer Vehicles**

Company vehicles are to be used for United County Industries Corporation d/b/a County Heat Treat business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Supervisor/Manager. The Company will not pay for any moving violations in a Company vehicle. It is the responsibility of the driver to secure vehicle while it is parked.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Supervisor/Manager immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered. Smoking is not permitted in any Company-owned vehicle.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgement. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device. Drivers and passengers in Company vehicles must wear seat belts at all times.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

### **6.22 Workplace Privacy and Right to Inspect**

United County Industries Corporation d/b/a County Heat Treat property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 401(k) Plan**

Eligibility:

Regular Full-time Employees Aged 21 and Older

Regular Part-time Employees Aged 21 and Older

Waiting period one (1) year from date of hire

Eligible employees (as determined by the terms of the plan) may participate in the United County Industries Corporation d/b/a County Heat Treat 401(k) plan. The Company provides for employee pre-tax deferral contributions [and after tax Roth contributions] and also provides for employer matching funds as follows: An amount equal to your Elective Deferrals that does not exceed 3% of your Compensation for the Plan Year, plus 50% of your Elective Deferrals that exceeds 3% of your Compensation for the Plan Year but does not exceed 5% of your Compensation for the Plan Year. Refer to your Summary Plan Description (SPD) for specifics.

Contact the Executive Administrator to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### **7.2 Bereavement Leave**

Eligibility: Regular Full-Time and Regular Part-Time Employees

Part Time Employees not eligible

Orientation Period: None

In the unfortunate event of a death in your immediate family, eligible employees may take up to three (3) days paid leave to grieve and/or attend memorial events. An immediate family member is an employee's grandparent, parent, spouse or significant other, sibling, child, grandchild, or corresponding step or in-law. An employee may take all or part of one day paid bereavement leave to attend a funeral for other relatives and personal friends who are not immediate family members. Please provide your Supervisor/Foreman as much notice as is practicable. This benefit does not accrue and the leave may not be taken at a time other than to grieve and/or attend memorial events. Regular part-time employees will receive paid bereavement leave only when they would otherwise be scheduled to work. Appropriate documentation may be requested by County Heat Treat to support the need for leave.

### **7.3 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible United County Industries Corporation d/b/a County Heat Treat employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

### **7.4 Continuing Education and Tuition Assistance**

We believe in the continuing education of our employees. If United County Industries Corporation d/b/a County Heat Treat sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time.

**REIMBURSEMENT:** If you are interested in attending an outside class and having the Company pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the Company may reimburse some or all of the fees, including material expenses. If your Supervisor/Manager approves of your attendance at a class that is not sponsored by the Company, you will be reimbursed once you have attended and paid for the class and receive a passing grade. Reimbursement is dependent on the grade received. The Company reimburses 100% for an A or B, 75% for a C, and 50% for a D. No reimbursement is allowed for an F. Materials required for a course are also eligible to be reimbursed based on the same schedule. We will reimburse 50% of tuition, fees, and materials upon presentation of proof of payment. The balance is withheld pending submission of the grade report. Reimbursement for other educational training (seminars, webinars, certificate programs) is given upon proof of attendance. To access this benefit, complete a "Request for Tuition Reimbursement" form from the CHT website for management approval.

### **7.5 Dental Insurance**

Eligibility: Regular Full-Time Employees

Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

We offer eligible employees, their spouses and their dependents the opportunity to voluntarily enroll in a comprehensive dental insurance program. The monthly premium associated with the plan is shared by County Heat Treat and the employee. Employees pay their portion of any premium with pre-tax dollars deducted through payroll. Details of the coverage are as described by the carrier in the Summary Plan Description. If you have questions about coverage, please contact the Executive Administrator.

### **7.6 Employee Assistance Program (EAP)**

United County Industries Corporation d/b/a County Heat Treat provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Supervisor/Manager due to job performance issues.

County Heat Treat requires random drug and alcohol testing for safety sensitive positions. If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the Designated Employer Representative.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider. Contact Human Resources for assistance.

### **7.7 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor/Manager for clarification.

### **7.8 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), United County Industries Corporation d/b/a County Heat Treat provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

#### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

#### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;

- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a calendar year.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Leave request forms are available. Contact Human Resources.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can



be taken on an intermittent or reduced-schedule basis.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

#### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

#### Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.9 Health Insurance**

United County Industries Corporation d/b/a County Heat Treat offers group health insurance benefits to all eligible regular full-time and regular part time employees who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resource.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **7.10 Holidays**

United County Industries Corporation d/b/a County Heat Treat offers the following paid holidays each year:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

(2) Floating Holidays (date determined by the Company)

Eligibility: Regular Full-Time Employees

Regular Part-Time and Part-Time Employees - applies when holiday falls on regularly scheduled workday - see Supervisor on how it affects you.

Orientation Period: None

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off as a regular part-time or part-time employee, ask your Supervisor/Manager how it affects you.

You will be compensated for holidays in accordance with federal and state law.

The Company's holiday schedule is subject to review at the beginning of each calendar year, and the current year's holiday schedule will be published. The Company reserves the right to vary or change the number of paid holidays it sets for each year. Please refer to the Company bulletin board for an updated list.

A non-exempt employee requested by the Company to work on a scheduled holiday will receive their regular holiday pay and time and one-half wages for all hours actually worked that day.

Non-exempt employees must be on active work status (vs. paid or unpaid leave of absence; exception is vacation leave) and work their regular work day prior and their regular work day following a holiday to receive paid holiday leave. For example, if the holiday falls on a Monday, a full-time non-exempt employee must work Friday of the preceding week and Tuesday of the holiday week to receive payment for the holiday.

If a designated holiday falls on an employee's approved vacation leave, the day will be designated as a holiday and the employee's vacation leave will not be used.

Holiday leave does not accrue.

### 7.11 Life Insurance

United County Industries Corporation d/b/a County Heat Treat provides life insurance to all regular full-time and regular part-time employees who have completed the first 12 months of continuous employment from date of hire of with the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

#### GROUP TERM LIFE

Eligibility: Regular Full-Time Employees

Regular Part-Time Employees

Orientation Period: First 12 months of continuous employment from date of hire

Benefit: \$15,000 policy

County Heat Treat provides you with a basic life insurance policy at no cost to you through the age of 65. If you continue to work beyond age 65, you may receive a reduced benefit. New employees must fill out an application for this insurance benefit and designate their beneficiary. The employee's beneficiary may be changed at any time by formally notifying the Executive Administrator. On the effective date of your insurance, you will be provided with a certificate further describing the benefits and indicating the amount of coverage you have under the plan. The current life insurance policy may be converted to an individual policy should you choose to leave your employment with County Heat Treat. Please see the Executive Administrator at the time of your separation from employment if you want more information about converting the policy to an individual policy. Refer to the Plan Summary Description for more details about this benefit.

### 7.12 Military Leave (USERRA)

United County Industries Corporation d/b/a County Heat Treat complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor/Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

### 7.13 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor/Manager for clarification.

### 7.14 Personal Leave of Absence

United County Industries Corporation d/b/a County Heat Treat recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

#### Eligibility

All regular full-time/regular part-time employees employed for at least one year are eligible to apply for an unpaid personal leave of absence.

#### Requesting Leave

Requests for unpaid personal leave must be submitted to your Supervisor/Manager in writing at least 4 weeks in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

#### Benefits While on Leave

Your Company-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 8 weeks. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 8 weeks, or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 7 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your Supervisor/Manager will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **7.15 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their orientation period and are regularly scheduled to work 35 hours or more per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at United County Industries Corporation d/b/a County Heat Treat are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.16 Regular Part-Time Personnel**

employees who work fewer than 35 hours per week are considered regular part time. Depending upon the Regular Part-time employee's normal hours of work per week, a regular part-time employee will be eligible to participate in some of County Heat Treat's benefit programs specifically permitted by law or upon completing a waiting period. Refer to specific benefit policies.

Any employee who works less than 30 hours per week on a consistent scheduled basis is considered part time and is not eligible for benefits unless otherwise stated. Refer to Custom Policies.

### **7.17 Temporary Personnel**

Temporary employees are hired through a third party temporary staffing company for a specific period or specific work project. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

### **7.18 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by United County Industries Corporation d/b/a County Heat Treat and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.19 Vacation**

#### VACATION LEAVE

Eligibility: Regular Full-Time Employees

Regular Part-Time Employees

Orientation Period: 90 (ninety) days from date of employment

We believe that vacation leave provides employees the opportunity to rest, relax, and pursue personal interests. Accordingly, we view vacations as part of your regular compensation and benefits. We offer the following paid vacation leave based on service calculated from the employee's hire date:

From the date you are hired, there will be a 90 calendar day orientation period before vacation accrual can start. This will be the eligibility date. After the first three (3) months (90 days) of continuous employment, which is the orientation period, an employee is eligible to earn paid vacation time – one (1) days of vacation per month of employment through December 31st to a maximum of five (5) days in the first calendar year of employment.

Following the orientation period, as of the first January 1st of employment with the Company, vacation will be granted as follows:

Years 1 & 2 5 days per year

Years 3 through 5 10 days per year

Years 6+ 15 days per year

Example 1: Hired September 15, 2021 - 90 days orientation ends December 14, 2021. (No days accrued for 2021). The first January 1st is 1/1/2022. Employee is granted five (5) vacation days.

Example 2: Hired November 15, 2021 – 90 days orientation ends February 12, 2022. Therefore, employee's first January 1st is January 1, 2023. Employee is eligible for one (1) day per month up to 5 days total in the year 2022. For recordkeeping purposes, 2022 is consider Year 1.

Vacation may be used once it has been accrued or granted, as the case may be. The Company does not generally "advance" employees vacation leave. Vacation leave is expected to be used in the calendar year in which it is accrued or granted. However, a portion of unused vacation may be carried over into the succeeding calendar year. The maximum vacation leave eligible to be carried over from one calendar year to the next is ten (10) days or the prorated equivalent for Regular Part-Time employees. Unused vacation time in excess of ten (10) days will be forfeited at 11:59 PM on December 31st. An exception to this rule may be made, in the Company's sole discretion, in the event an employee is unable to take a planned vacation because of the Company's business needs. All vacation periods must be approved by your Supervisor/Foreman. You should submit vacation requests to your Supervisor/Foreman at least four (4) weeks prior to your planned vacation; your Supervisor/Foreman will submit the request to the Main Office. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment and/or seniority may determine priority in scheduling vacation times. Up to two weeks of vacation time may be taken consecutively. However, an employee taking a 2-week vacation may not take additional vacation at any time that is within four (4) weeks of the beginning or end of that 2-week vacation period. Exceptions to this policy may be granted in the sole discretion of the President. If a scheduled holiday falls during the vacation leave period, the day is not charged against the employee's vacation leave accrual. Vacation leave pay is calculated at the employee's hourly rate in effect during the vacation leave period.

Whenever applicable and allowable by law, vacation leave runs concurrent with other leaves of absence (e.g. maternity or medical leave) and begins on the first workday missed. As such, County Heat Treat reserves the right to request appropriate certification establishing the absence to warrant a request for vacation leave upon less than four (4) weeks' notice. When an employee leaves the Company, s/he will receive all unused vacation leave.

#### Leave Usage and Requests for Leave

Company encourages you to use your vacation time. You are eligible to begin using vacation as soon as it is received.

You must request vacation from your Supervisor/Manager as far in advance as possible, but at least four (4) weeks in advance. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment and/or seniority may determine priority in scheduling vacation times.

You must take vacation in increments of at least one (1) of hour/day.

#### During a Leave of Absence

Company may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

#### Carryover

Vacation leave is expected to be used in the calendar year in which it is accrued or granted. However, a portion of unused vacation may be carried over into the succeeding calendar year. The maximum vacation leave eligible to be carried over from one calendar year to the next is ten (10) days or the prorated equivalent for Regular Part-Time employees. Unused vacation time in excess of ten (10) days will be forfeited at 11:59 PM on December 31st. An exception to this rule may be made, in the Company's sole discretion, in the event an employee is unable to take a planned vacation because of the Company's business needs.

#### Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation time.

### **7.20 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at United County Industries Corporation d/b/a County Heat Treat, no matter how slightly, you are to report the incident immediately to your Supervisor/Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor/Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

Your Company-provided health benefits will be continued at the same level and under the same conditions as prior to the claim. You are responsible for payment of your portion of the insurance premium while on workers' compensation.

Light Duty Return to Work: See Return-To-Work Policy in Custom Policies

## **8.0 Safety and Loss Prevention**

### **8.1 Business Closure and Emergencies**

United County Industries Corporation d/b/a County Heat Treat recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

#### Company Closure

Examples of emergencies when the Company may close include, but are not limited to, power outage, severe weather conditions, or natural disaster.

#### Notification

In an emergency, the Company will make every effort to notify you of the closing by phone/email. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

#### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

#### Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

#### Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

#### Extending Leave

When the Company closure ends, you are expected to report to work. Contact your Supervisor/Manager if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

#### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Supervisor/Manager, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

### **8.2 Drug and Alcohol Policy**

United County Industries Corporation d/b/a County Heat Treat is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor/Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Alcohol & Drug Testing

The Company requires drug and alcohol testing for employees who hold a Commercial Drivers License or who perform safety-sensitive work (in connection with the Company's status as a Certificate Holder to the Federal Aviation Administration or otherwise). The Company reserves the right to require an employee to submit to a drug or alcohol test under the following circumstances:

1. Periodic random drug testing may be scheduled for all employees holding safety-sensitive positions.
2. Where there is a reasonable suspicion of substance use, the Company may require drug or alcohol testing. Such examples of reasonable suspicion include:

Direct observation of an employee using drugs or alcohol during work hours, on company property, or in a company vehicle, or the discovery of drug-related paraphernalia in the possession or control of the employee.

Observation by a trained supervisor or other trained personnel that an employee is exhibiting the physical symptoms of substance use during work hours, on company property or in a company vehicle.

Drug- or alcohol-related incidents.

The above list is not intended to be all inclusive. There may be other circumstances when there is "reasonable suspicion" to believe that an employee is in violation of this Policy when drug or alcohol testing is indicated. Refusal to Submit to Testing. An employee who fails to submit to an alcohol or drug test will not be allowed to perform safety-sensitive functions until he has been tested. An employee who voluntarily dismisses him/herself from duty after being notified of selection for drug or alcohol testing will be subject to the requirements and disciplinary action accorded to those employees whose tests indicate alcohol or controlled substance use. Testing Positive. An employee who tests positive may be subject to dismissal, or one-time referral, in the Company's sole discretion, to the Company's Employee Assistance Program. An employee who is not terminated after testing positive will be subject to additional testing upon returning to work for a period of one (1) year.

Refusal to take or failure to pass these tests may subject the employee to immediate termination of employment. Responsibilities in Identifying the Problem and Seeking Help.

Supervisors. Alcohol and substance abuse is a serious and potentially life-threatening problem. It is the responsibility of each supervisor to request that a drug and/or alcohol test be administered if reasonable suspicion exists. By ignoring signs of a problem, the supervisor is putting the safety of the public, of the co-workers of the employee and of the employee him/herself in danger.

Co-Workers. Any other employee with a concern regarding possible evidence of alcohol or drug abuse by a co-worker should see a supervisor immediately. Such matters will be conducted privately and with attention and respect paid to the confidentiality of the employee in question.

Self-Identification. The Company is concerned about the health and safety of all of its employees. If an employee voluntarily reports an alcohol or drug problem to his or her supervisor or any management representative, the Company will allow the employee to decline from performing or continuing to perform their job functions, if the employee knows he or she may be impaired by alcohol or controlled substances, without disciplinary punishment. An employee who does so will be unable to work again for the remainder of that workday and, if a non-exempt employee, will lose his/her pay for the remainder of that workday. An employee who self-identifies will be referred to the Company's Employee Assistance Program. Disciplinary action, including termination, may be taken if an employee removes him/herself from his/her duties more than once during the employee's employment with the Company.

Employee Assistance Program.

Employees needing help dealing with alcohol or other substance abuse problems are encouraged to use the Company's Employee Assistance Program, the support services provided under their medical plan, or any other support services available. All information regarding participating in the Employee Assistance Program is strictly confidential.

Employee Responsibilities.

It is the employee's responsibility to notify his or her supervisor immediately in the event of any workplace accident, including those that involve a company-owned vehicle or while travelling or conducting company business.

#### # Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

#### # Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

#### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

### 8.3 Drug-Free Workplace

#### Drug-Free Workplace Act

As a federal contractor, United County Industries Corporation d/b/a County Heat Treat must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

#### Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

#### Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Supervisor/Manager of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

### **8.4 General Safety**

It is the responsibility of all United County Industries Corporation d/b/a County Heat Treat employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor/Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.5 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of United County Industries Corporation d/b/a County Heat Treat, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your Supervisor/Manager or Human Resource, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the V.P. (Executive Administrator) or general manager.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, United County Industries Corporation d/b/a County Heat Treat employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your

Supervisor/Manager or Human Resource.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to United County Industries Corporation d/b/a County Heat Treat, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the President.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

United County Industries Corporation d/b/a County Heat Treat strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor/Manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor/Manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

### **10.2 Products and Services Knowledge**

As a representative of United County Industries Corporation d/b/a County Heat Treat, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

# Massachusetts Policies

## Hiring and Orientation Policies

### Disability Accommodation

United County Industries Corporation d/b/a County Heat Treat complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your Supervisor/Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

United County Industries Corporation d/b/a County Heat Treat is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor/Manager or any other designated member of management.

#### Policy Against Workplace Harassment

United County Industries Corporation d/b/a County Heat Treat has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

**Sexual harassment** means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.



United County Industries d/b/a County Heat Treat has an education and training program on the prevention of sexual harassment in the workplace for all new employees.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify

Barbara Nartowt, Vice President, 508-865-5885 ext. 3014, [barbara@countyheatreat.com](mailto:barbara@countyheatreat.com) or William Nartowt, President, 508-865-5885 ext. 3018, [bill@countyheatreat.com](mailto:bill@countyheatreat.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

**EEOC Boston Office** Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122 Website: <https://publicportal.eeoc.gov/portal/>

**MCAD** Address: 1 Ashburton Place, Suite 601, Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196 Alternative Languages: 617-994-6196 Email: [mcad@mass.gov](mailto:mcad@mass.gov) Fax: 617-994-6024

#### **Pregnant Workers Fairness Act Notice**

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

#### **Religious Accommodation**

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

If you request an absence to observe a holy day, you must provide the Company with at least 10 days' notice. The Company may require you to make up the time lost.

If you require a religious accommodation, speak with your Supervisor/Manager.

## **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

United County Industries Corporation d/b/a County Heat Treat will provide nursing mothers reasonable unpaid break time to express milk for their nursing child(ren).

If you are nursing, the Company will provide you a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor/Manager.

#### **Meal and Rest Periods**

United County Industries Corporation d/b/a County Heat Treat strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor/Manager regarding procedures and schedules for rest and meal breaks. The Company requires that employees accurately observe and record meal/rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor/Manager know; in addition, notify your Supervisor/Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Employees who are scheduled to work more than six (6) consecutive hours are entitled to take one thirty (30) minute unpaid meal break. Employees are free to leave the premises during this break period but on-premises break facilities are available as a convenience to have a cup of coffee, cold drink, eat a meal, or just relax. Employees are not to skip a meal break without the express prior permission of a Supervisor/Foreman and must complete a waiver form. In the event that an employee is permitted to waive a meal break to perform work, he/she will be paid for the time worked.

Your Supervisor will schedule your meal break period. Each non-exempt employee who works on First Shift must take lunch from noon-12:30 (unless otherwise scheduled by your Supervisor/Foreman) and

must clock in and out before and after a lunch period. Non-Exempt Employees working on Second and Third Shifts will be paid for the meal break if they choose not to leave Company premises during the break. (A non-exempt employee working on Second or Third Shift who does leave Company premises during the meal break must clock in/out and will not be paid for the meal break.)

#### Rest Breaks

Paid rest breaks may be permitted at the discretion of your Supervisor/Foreman. Work demands may occasionally prevent an employee from taking a scheduled rest break, but there will be no additional compensation or time off as a result of the loss of a scheduled rest break. Employees must not clock in or out before or after a rest break and may not leave Company premises during any rest break period. Your prompt return after all breaks and meal periods is an important part of your attendance record. Please see your Supervisor/Manager regarding your specific meal and break schedule. If any situation arises where you cannot meet your assigned time, notify him/her so arrangements can be made to keep all positions covered.

#### Wash Breaks

Employees working on the production floor will be permitted to utilize the last 10 minutes of a scheduled shift as wash-up time. In view of the nature of our work, 10 minutes is deemed a reasonable wash-up time; additional grooming time is deemed personal non-working time and will not be paid.

#### Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime should be approved in advance by your Supervisor/Manager.

At certain times United County Industries Corporation d/b/a County Heat Treat may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### Pay Period

At United County Industries Corporation d/b/a County Heat Treat, the standard pay period is weekly for all employees. Pay dates are Wednesdays. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor/Manager if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor/Manager immediately.

#### Reporting Time Pay

United County Industries Corporation d/b/a County Heat Treat provides reporting time pay to nonexempt employees in accordance with applicable law. If you are scheduled to work three or more hours, you will be paid for at least three hours of work each day you report to work on time but are given no work or less than three hours of work. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

Speak with your Supervisor/Manager for more information regarding reporting time pay.

#### Travel Time Pay

Some nonexempt positions within United County Industries Corporation d/b/a County Heat Treat require travel. The Company pays nonexempt employees for travel time as follows:

##### Home to Work Travel

Ordinary travel between home and work is not compensable working time. However, if you regularly work at a fixed location and are required, for the convenience of the Company, to report to a location other than your regular work site, you will be compensated for all travel time in excess of your ordinary travel time between home and work with allowance for associated transportation expenses.

##### Travel That Is All in a Day's Work

If you are required or directed to travel from one place to another after the beginning of or before the close of the work day, you will be compensated for all travel time and will be reimbursed for all transportation expenses.

##### Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

##### Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

#### Wage Disclosure Protection

In accordance with Massachusetts law, United County Industries Corporation d/b/a County Heat Treat will not:

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other employees.
- Discharge or in any other manner retaliate against you because you:
- Opposed any act or practice that conflicts with this policy;
- Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
- Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
- Disclosed your wages or inquired about or discussed the wages of other employees.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it without prior written consent from the individual whose information is sought or requested, unless the compensation information is a public record.

This policy does not create an obligation for the Company to disclose wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resource.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

## Performance, Discipline, Layoff, and Termination

### Disciplinary Process

Violation of United County Industries Corporation d/b/a County Heat Treat policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment.

The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor/Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## General Policies

### Access to Personnel and Medical Records Files

United County Industries Corporation d/b/a County Heat Treat maintains separate medical records files and personnel files for all employees. Files containing medical records are stored in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may request from the Executive Administrator or Human Resource your personnel file for possible employment-related decisions. Upon written request, the Company will provide you the opportunity to review your personnel file or will provide you with a copy of your personnel file. Inspection must occur in the presence of a Company representative during normal working hours.

All requests by an outside party for information contained in your personnel file will be directed to the Executive Administrator or Human Resource, which are the only authorized personnel to give out such information.

## Benefits

### Paid Family and Medical Leave

United County Industries Corporation d/b/a County Heat Treat provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

#### Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

#### Reasons for Leave

Beginning January 1, 2021, PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member who is a covered service member (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Beginning July 1, 2021, PMFL may be taken to care for a family member with a serious health condition (Medical Leave).

**Family member** means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor child; or your grandchild, grandparent, or sibling.

**Covered service member** means:

A member of the armed forces, including a member of the National Guard or Reserves, who is:

- Undergoing medical treatment, recuperation, or therapy; - Otherwise in outpatient status; or - Is otherwise on the temporary disability retired

A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:

- A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or - A serious injury or illness

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

#### Leave Usage

Beginning January 1, 2021, eligible employees may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year:
  - For the birth, adoption, or foster care placement of a child; or
  - Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

Beginning July 1, 2021, eligible employees may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

#### Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's, serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

#### Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

#### Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

#### Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits>?) You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

#### Continuation of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

#### Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

#### Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

#### Substitution of Accrued Paid Leave

Employees or covered individuals who are approved for paid leave benefits may choose to use accrued paid time off rather than receive a paid benefit under the PFML regulations. Employees or covered individuals may not be compensated with PFML benefits for any period of time for which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML.

#### Retaliation

The Company will not retaliate against employees who request or take PFML in accordance with this policy.

### **Crime Victim and Witness Leave**

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your Supervisor/Manager as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Domestic Violence Leave**

United County Industries Corporation d/b/a County Heat Treat provides up to 15 days of unpaid leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury, or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not limited to sick time, vacation days, and personal time. You must provide advance notice of your need for leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify your Supervisor/Manager Human Resource within three business days that the time off was related to domestic violence. Should you be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on your behalf.

The Company may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic violence leave. All information related to the leave will be kept in the strictest confidence.

### **Jury Duty Leave**

United County Industries Corporation d/b/a County Heat Treat encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor/Manager as soon as

possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use the benefit of paid vacation time in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Paid Sick Leave (Frontloading Method)**

United County Industries Corporation d/b/a County Heat Treat provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

#### Eligibility

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

#### Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend medical appointments for yourself or your family member.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

**Family member** means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

#### Amount of Leave and Usage

Eligible employees will be provided 40 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is a calendar year. If you started employment after the beginning of the leave year, you will be provided a corresponding amount of sick leave as required by law.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may not carry over any unused sick leave to the following leave year. Any unused earned "sick time" will be credited and paid out to the employee in the form of a benefit disbursement at the employee's current regular pay rate during a subsequent but timely payroll following the start of the new "calendar year".

#### Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

#### Documentation

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

#### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

#### Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

#### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Parental Leave**

United County Industries Corporation d/b/a County Heat Treat provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Small Necessities Leave**

Pursuant to the Massachusetts Small Necessities Leave Act, United County Industries Corporation d/b/a County Heat Treat will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.

- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for Company for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible. You may also be required to submit certification verifying the reason for the leave. You may elect to use the benefit of paid sick or vacation time in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Veterans Day/Memorial Day Leave**

United County Industries Corporation d/b/a County Heat Treat will provide employees who are veterans, as defined by applicable law, with unpaid leave to participate in a Memorial Day exercise, parade, or service in the community where they reside. The Company will also provide employees who are veterans with unpaid leave to observe Veterans Day.

Veteran employees whose services are essential and critical to the public health or safety and determined to be essential to the safety and security of the Company or Company property are not eligible for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Voting Leave**

If your work schedule prevents you from voting on Election Day, United County Industries Corporation d/b/a County Heat Treat will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor/Manager, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

United County Industries Corporation d/b/a County Heat Treat is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. As required by MA state law, County Heat Treat buildings and vehicles are smoke-free environments. This includes all "E-cigarettes" and all similar devices which deliver nicotine vapor electronically.

Eight outside areas are designated for smoking as follows: 1) Front Main Entrance at the guardrail, 2) Employees' timeclock entrance, 3) Cooling tower located by shipping/receiving, 4) Hardware store entrance where compressor room is, 5) Emergency exit - back of 32 Howe Ave., 6) Emergency exit - back of 34 Howe Ave., 7) Emergency exit from upstairs offices to shipping/receiving parking lot, 8) Emergency exit at garage door facing hardware store. These areas can only be used during break times for non-salaried employees or "non-work times" for salaried employees. Please use the provided smoking receptacles to dispose of used smoking materials. Employees who smoke are encouraged to seek smoking cessation information and programs available through the Company's health plan and Employee Assistance Program (EAP).

# Custom Policies

## Custom Policies

### Call Back (Spot Check) Pay

A non-exempt employee may be called back in to "spot check" the furnaces or other short tasks. In such cases, the employee will be paid for a minimum of four (4) hours pay. Hours actually worked in excess of 40 in a week will be paid at overtime rates. The employee must notify the executive administrator that a Spot Check was performed and the hours must be recorded.

### Facility Closure and Inclement Weather

#### FACILITY CLOSURE AND INCLEMENT WEATHER

County Heat Treat is a 24-hour/day operation and will normally remain open regardless of most weather conditions, so employees should plan to be at work accordingly. In cases of severe inclement weather or other peril, a determination to close the facility will be made as soon as practicable by the President, Vice President, or General Manager. The Company will post this notice on its call answering system immediately following this decision. Employees are required to call into CHT and check the call answering system before deciding to come into work during inclement weather or other peril. Once a facility closure is officially called and posted, the following policy applies to all employees except those deemed "essential" to the operation of the facility by the President:

- Facility is closed > 1 hour prior to your shift: All non-exempt employees have the choice of using vacation time, earned sick time, or making up time as possible per foreman/supervisor during that same week or be unpaid. Exempt employees will work from home as allowed/able.

- Facility is closed during your shift: All non-exempt employees will be paid for the unworked time remaining on that shift to equal 8 hours pay for the day. Exempt employees will work from home as allowed/able.

- Facility is closed < 1 hour prior to your shift: All non-exempt employees will be paid for the first 3 hours of the shift and then have the choice of using vacation time, earned sick time, making up time as available per foreman/supervisor during that same week or be unpaid. Exempt employees will work from home as allowed/able.

If there is inclement weather and the facility remains open, then all employees are responsible for coming to work. If an employee personally chooses to not drive/commute to the facility during inclement weather, s/he may use a vacation day to equal the 8 hours the employee is regularly scheduled to work that day. If there are no vacation days available, then the absence will be considered on a case by case basis for approval.

### Part-Time Personnel (Different than Regular Part-Time Personnel)

Part-time. Any employee who works less than 30 hours per week on a consistent, scheduled basis and is not eligible for benefits unless otherwise stated. After the first three (3) months (90 days) of continuous employment, an employee is eligible to earn paid vacation time equivalent to your weekly workday schedule: one (1) day of vacation per month of employment through December 31st to a maximum of one work week.

### Return-To-Work Policy

Policy

## Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

William J. Nartowt, President

United County Industries Corporation d/b/a County Heat Treat



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the United County Industries Corporation d/b/a County Heat Treat Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President or Vice President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by United County Industries Corporation d/b/a County Heat Treat.

If I have any questions about the content or interpretation of this handbook, I will contact Barbara A. Nartowt.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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