

# **RMD Management**

## **Employee Handbook**

**July 10, 2017**

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## AT-WILL EMPLOYMENT

**All employees at RMD Management, Inc. (“the Company”) are employees at-will. Employment-at-will means that you as an employee may quit your job with the Company at any time for any or no reason just as the Company may discharge you at any time for any or no reason. The at-will status of employees at the Company may not be altered by any oral or written statement or promise by anyone.**

**This handbook is for general guidance only. The policies and procedures expressed in this handbook, as well as those in any other personnel materials that may be issued from time to time, do not create a binding contract or any other obligation or liability on the Company. Furthermore, any written material distributed to employees pursuant to state or federal law does not impose any contractual liability on the Company. The Company reserves the right to change its policies and procedures at any time for any reason without notice.**

### I. WELCOME TO RMD MANAGEMENT, INC.

Dear Team Member:

We're very happy to welcome you to RMD Management. Thank you for joining us! We want you to feel that your association with RMD Management will be a mutually beneficial and pleasant one. You have joined an organization that has established an outstanding reputation for quality products/services. Credit for this goes to every one of our employees. We hope you, too, will find satisfaction and take pride in your work here.

This manual provides answers to many of the questions you may have about RMD Management's benefit programs, as well as the Company policies and procedures we have implemented. If anything is unclear, please discuss the matter with your manager or the Director of Personnel. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to RMD Management policies.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on the Company bulletin boards and/or notices sent directly to you in-house.

We extend to you our personal best wishes for your success and happiness at RMD Management.

Sincerely,

Robert John Hicken

Paul R. Ballif

## **You're Part of Our Team . . .**

As a member of RMD Management's team, you will be expected to contribute your talents and energies to improve the environment and quality of the Company, as well as the Company's products/services. In return, you will be given opportunities to grow and advance in your career.

## **II. EEO POLICIES**

### **Equal Employment Opportunity**

RMD Management supports equal employment opportunity for all applicants and employees in compliance with both state and federal laws. It does not discriminate against employees or applicants for employment on any prohibited basis, including race, color, sex, age, religion, national origin or disability. If you believe that you or any other employee has been subjected to discriminatory treatment, you should contact your manager or the Director of Personnel.

### **Antidiscrimination and Harassment Policy**

RMD Management wants to provide its employees with a workplace free of tensions involving matters that are not related to the services it offers. The Company will not tolerate discrimination or harassment because of race, color, sex, pregnancy, childbirth or pregnancy-related conditions, age, religion, national origin, disability or handicap in the workplace, and such conduct may result in disciplinary action up to and including termination. Further, such discrimination or harassment is a violation of state and federal law. If you believe that you have been subject to any such discrimination or harassment, you must notify your manager or the Personnel Department. Any supervisor or manager who has knowledge of any incident of harassment prohibited by this policy is *required* to report such information to the Director of Personnel or the President of the Company. An employee who brings a complaint in good faith will not be adversely affected. The complaint will be properly investigated, and any remedial action that is necessary and appropriate will be taken.

### **Sexual Harassment Policy**

It is the policy and goal of RMD Management that all employees have a right to work in an environment free from sexual harassment. Sexual harassment is a violation of federal law under Title VII of the Civil Rights Act of 1964, as amended, and also violates state law. The Company will not tolerate or permit sexual harassment of its employees in any form, and such conduct may result in disciplinary action up to and including termination.

Sexual harassment may take various forms and may be verbal, physical or visual. Sexual harassment may include repeated offensive sexual flirtations, advances or propositions, continual or repeated verbal abuse of a sexual nature, graphic verbal commentaries about individuals or individuals' bodies, degrading words or names, sexually suggestive displays, e-mails, pictures or objects in the workplace. A manager's, supervisor's, or co-worker's threat or insinuation, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's work environment or any conditions of employment may also be sexual harassment. While these examples do not provide a complete list of what may be deemed to be sexual harassment under the law, we hope that any harassment problems will be avoided if we act professionally and treat each other with respect.

RMD Management will not permit any conduct that creates an intimidating, hostile or offensive work environment. If you believe that you have been sexually harassed, you should notify your manager or

the Director of Personnel. Any supervisor or manager who has knowledge of any incident of harassment prohibited by this policy is *required* to report such information to the Director of Personnel or the President of the Company.

An employee who brings a complaint in good faith will not be adversely affected. RMD Management will promptly investigate the complaint and take any remedial action that is necessary and appropriate.

### **III. EMPLOYEE CLASSIFICATIONS**

**Full-time Employees** regularly work at least 35 hours during the workweek.

**Part-time Employees** regularly work less than 35 hours during the workweek but average at least 25 hours per workweek.

**Temporary Employees** are hired to work for specific periods of time or on specific projects. Usually a temporary position will not exceed six months in duration.

**Exempt Employees** are exempt from the overtime provisions of the Fair Labor Standards Act and therefore are not eligible for overtime compensation.

**Non-exempt Employees** are entitled to overtime pay as provided under the Fair Labor Standards Act.

### **IV. ON THE JOB**

#### **A. Timekeeping**

##### **1. Time Cards/Records**

You must record your work time with your Company time card. Your time card indicates when you arrived and when you departed. You are to punch in and out for lunch and for brief absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the premises during the workday.

You are responsible for your time card. Remember to record your time. If you forget to punch in or make an error on your card, your manager must make the correction, and you and your manager must initial the correction. You are not permitted to punch in more than six (6) minutes before your scheduled starting time nor more than six (6) minutes after your scheduled quitting time without your manager's approval.

You may not record hours worked on another employee's time card, alter another employee's time record or influence anyone else to alter your time record for you. In the event of a time recording error, please report the matter to your manager immediately. Tampering with another employee's time card may result in disciplinary action up to and including termination of both employees.

## **2. Inclement Weather & “Acts of God”**

When work is not available due to circumstances beyond RMD Management’s control, you will not be paid. The following are examples of such circumstances:

- Operations cannot begin or continue because of threats to employees or property or when recommended by civil authorities.
- Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
- An “Act of God” (inclement weather, fire, flood, earthquake, avalanche, etc.) or some other cause outside RMD Management’s control causes the interruption of work.

### **B. Work Schedules**

#### **1. Business Hours**

Our regular operating hours are 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 4:00 p.m. on Saturday. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager or department head. Most employees are assigned to work a forty (40) hour work week.

#### **2. Workweek**

The normal workweek consists of five (5) days, eight (8) hours long, Monday through Friday or Tuesday through Saturday. Your manager will give your schedule of daily work hours to you. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your manager.

### **C. Compensation**

#### **1. Payroll Workweek**

Our payroll workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight.

#### **2. Pay Cycle**

RMD Management has 26 pay periods per year. Normally, payday occurs on every other Friday afternoon for services performed for the two (2) week period ending the previous Saturday at 12:00 midnight. If payday falls on a holiday, employees will be paid on the last work day before the holiday.

#### **3. Paycheck Distribution & Cashing Procedures**

Paychecks are directly deposited to the checking or savings account you specify.

#### **4. Error in Pay**

If you believe an error has been made on your paycheck, tell your manager immediately. He or she will take the necessary steps to research the problems and to assure that any necessary correction is made properly and promptly.

### **D. Overtime Pay**

Non-exempt employees will be paid one and one-half times their regular hourly rate of pay for each hour worked over 40 in a regular workweek. Management must preauthorize overtime *before* it is worked. Failure to obtain preauthorization to work overtime or causing unauthorized overtime may result in disciplinary action up to and including termination.

## **E. Attendance and Punctuality**

To maintain a safe and productive work environment, RMD Management expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on RMD Management. In the rare instance when you cannot avoid being late to work or are unable to work as scheduled, you must notify your manager as soon as possible in advance of the anticipated tardiness or absence. Your failure to notify *your manager* of an absence or failure to show up for work (“no call/no show”) will be treated as a voluntary resignation. Poor attendance and excessive tardiness are disruptive, and either may lead to disciplinary action up to and including termination of employment.

## **F. Rest and Meal Periods**

### **1. Lunch Period**

If you work longer than four (4) hours, you will be given an unpaid lunch period. The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your manager will give you your lunch period schedule.

You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your manager. In that event, your lunch will be rescheduled, or you will be paid for the time that you worked.

You may leave the premises during your lunch period; however, you must punch in and out/sign in and out. It is important to return to work on time at the end of your lunch period.

### **2. Lunch Area Facility**

RMD Management provides a lunch area equipped with several vending machines, ample seating, microwave ovens and a refrigerator for employees who want to bring their lunch from home. This area is for everyone’s use. It is your responsibility to do your share in keeping this facility clean and sanitary. Please clean up after yourself.

If for any reason the machines are not functioning properly or you are dissatisfied with the service, please report the condition to your manager. Please remember to use containers with reliable seals and label your food with your name and date. The refrigerator is cleaned out every Friday.

## **G. Workers’ Compensation Insurance**

RMD maintains workers’ compensation insurance coverage for all employees as required by state law. This insurance provides medical and wage loss coverage for injuries sustained while an employee is working for the Company. All job-related injuries, illnesses, and accidents, regardless of severity, must be reported immediately to management (and in all situations within 24 hours).

An employee’s failure to report work-related injuries or accidents immediately may adversely affect the availability of workers’ compensation benefits to the employee and may subject an employee to disciplinary action up to and including termination.



## **H. Confidentiality and Nondisclosures**

During employment with RMD, you may gain confidential information about RMD's technology, operations, marketing strategies, financial information, trade secrets and RMD's employees. This information is to be held in the strictest confidence both while you are employed at RMD and after your employment has terminated. Depending on your position at RMD, you may be required to sign a separate confidentiality agreement as a condition of employment.

## **I. Open Door Policy**

If you wish to discuss any problems, opinions or suggestions, you will always find an open door and an attentive ear. You should meet with management to discuss any issues.

## **J. Performance Reviews**

RMD Management provides periodic performance appraisals for employees. Generally, these are done yearly or as otherwise determined by RMD Management in its sole discretion.

New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

## **K. Personnel Records**

### **1. Personnel Administration**

The Director of Personnel at RMD Management maintains personnel records and related personnel administration functions. Questions about insurance, wages, and interpretation of policies may be directed to your department manager or the Director of Personnel.

### **2. Personnel Files**

Employees are responsible for keeping their personnel file up-to-date. If an employee has a change in any of the following items, the employee should notify his or her manager or the Director of Personnel as soon as possible:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Driving record or status of driver's license, if you operate any RMD Management vehicles
- Military or draft status
- Exemptions on your W-4 tax form

### **3. Inspection of File**

You may see information that is kept in your own personnel file if you wish, and you may obtain copies of all documents you have signed. Please ask your manager to make arrangements for you with the Director of Personnel.

## **L. Smoking**

In accordance with the Utah Clean Air Act and in keeping with RMD Management's intent to provide a safe and healthy work environment, smoking is prohibited in Company facilities. This policy applies equally to all employees, customers, suppliers and visitors. Those who smoke must do so in designated areas and properly dispose of waste. Smokeless tobacco is also to be used only in the designated smoking areas, and the waste is also be disposed of properly.

## **M. Employee Expense Reimbursement**

You must have your manager's written authorization (requisition/purchase order, etc.) before incurring an expense on behalf of RMD Management. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your manager. Please submit your expense report/voucher each week, as you incur authorized reimbursable expenses.

If you are asked to conduct Company business using your personal vehicle, you will be reimbursed at the current mileage reimbursement rate determined by the IRS. Please submit this expense on your weekly expense report/voucher.

## **N. Company Property**

Any RMD Management property issued to you, such as product samples, tools or uniforms must be returned to RMD Management at the time of your dismissal or resignation, or whenever it is requested by your manager or a member of management. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization for this purpose.

## **O. Company Vehicles**

If you are authorized to use an RMD Management vehicle for Company business, you must adhere to the following rules.

1. You must be a licensed driver.
2. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
3. You are responsible for paying any moving violation tickets. Also, please park appropriately – parking violations will not be paid by RMD Management.
4. You must keep the vehicle clean at all times, and washed and vacuumed as often as necessary.
5. You must not allow persons not authorized or employed by RMD Management to operate or ride in a Company vehicle.
6. Before operating any Company vehicle, your manager will train you on the appropriate steps to take if you are involved in an accident – filling out the accident report, getting names of witnesses, etc.

## **P. Solicitation and Distribution**

Employees are prohibited from distributing any form of non-work-related literature or other materials in their work area. Employees are also prohibited from soliciting for any cause during their assigned working time. These prohibitions on distribution of literature and solicitation, including but not limited to e-mail, voicemail or posting on bulletin boards, do not apply during employees' non-working time, such as meal or break periods.

## **Q. No Expectation of Privacy**

You have no expectation or right of privacy in any work areas, including but not limited to office desks, lockers, computers, or any personal items brought onto RMD Management property, including but not limited to backpacks, briefcases, purses, lunch boxes, personal vehicles, or other personal possessions. RMD Management reserves the right to search, with or without notice, any work areas or personal possessions brought onto Company premises or at its worksites. Failure to cooperate with any search efforts by the Company may result in disciplinary action up to and including termination.

RMD Management may exercise its right to inspect all packages and parcels entering and leave the premises.

## **R. Workplace Monitoring**

RMD Management may conduct workplace monitoring to ensure quality control, employee safety, security and customer satisfaction. Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of RMD Management as well as their satisfaction with our services.

Computers furnished to employees are the property of RMD Management. As such, computer usage and files may be monitored or accessed.

## **S. Personal Phone Calls and Mailings**

Personal phone calls must be kept to a minimum and must not interfere with your work. You are permitted to make limited local area calls on Company telephones for essential personal business during lunch or "break" periods only. Please do not abuse this privilege.

Please do not use RMD Management as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may be small, it is still considered theft.

## **T. Credit Investigation (Management and Accounting Positions Only)**

RMD Management may conduct a pre-employment credit check on managerial and accounting position applicants who are offered and who accept an offer of employment as provided by law. Your employment with us may be conditional upon our review of the information in the credit check. RMD Management reserves the right to conduct this credit check at any time after you have been employed.

## **U. Notice of Termination**

Although you are not required to do so, RMD Management asks that you give your manager at least two weeks' notice if you intend to leave our employment.

## **V. Exit Interviews**

RMD Management would like to discuss your reasons for leaving our employ and any other impressions that you may have about RMD Management. As such, you will be asked to participate in an exit interview.

## **V. BENEFITS**

### **A. Eligibility for Benefits**

If you are a full-time employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee who works less than a thirty-five (35) hours workweek, you will enjoy the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit at the rate set forth as follows:

An employee who works a regular thirty (30) to thirty-five (35) hour work week is eligible for 75% of full time benefits. An employee who works a regular twenty-five (25) to twenty-nine (29) hours work week is eligible for 50% of full time benefits. An employee who works less than a regular twenty-five (25) hour workweek is not eligible for benefits.

Temporary employees are not eligible for benefits.

### **B. Group Insurance**

RMD Management provides eligible employees with the following benefits:

- Major Medical and Surgical Coverage
- Medical Health Care Coverage
- Dependents' Health Care Coverage

Details about each plan are provided in the summary plan descriptions. Please consult the Director of Personnel for additional information.

### **C. Retirement Plan**

RMD Management offers a 401k benefit plan to eligible employees, the details of which are provided in the summary plan description. Please consult the Director of Personnel for additional information.

## **D. Profit Sharing**

RMD Management offers a profit sharing plan to eligible employees. Details about the plan are provided in the summary plan description. For more information please contact the Director of Personnel.

## **E. Time Away from Work**

### **1. Holidays**

RMD Management provides the following paid holidays to eligible full-time, exempt employees:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
4th of July	Christmas Day
24th of July	

You may take time off to observe your religious holidays but must notify your manager at least 10 business days in advance.

### **2. Paid Time Off (PTO)**

Personal time off (PTO) is any time you take off of work for vacation, illness, family, medical, personal or other reasons. Full-time, exempt employees are eligible for paid PTO as follows:

After first year of employment	5 days
After second year of employment	10 days

**All** PTO requests should be documented with an RMD Personal Leave Request Form. The Company, in its sole discretion, will grant PTO subject to work load, labor pool needs and PTO already scheduled by co-employees.

PTO of 5 days or longer must be scheduled with your manager 1 to 2 months before the leave.

PTO of 1 to 2 days long requests a minimum of 1 week notification to your manager. Unpaid PTO is subject to the same rules regarding permission.

### **3. Family and Medical Leave**

An employee who has been employed for at least twelve months (which need not be consecutive) and who has worked at least 1,250 hours during the previous twelve-month period where at least 50 employees are employed within 75 miles may be entitled to a maximum of twelve (12) weeks of unpaid family or medical leave ("FMLA Leave") for the following reasons:

- an incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for a newborn, a newly adopted child or a newly placed foster child;
- for the employee's own serious health condition that makes the employee unable to perform the employee's job; or
- to care for the employee's spouse, son or daughter or parent with a serious health condition.

For determining the 12-month period in which an employee's 12 weeks of leave may occur, the Company will use the rolling 12-month period measuring backward from the date an employee uses any FMLA leave.

An employee who elects to take FMLA leave must first apply all accrued paid leave toward FMLA leave. To the extent that the employee has accrued paid leave, the FMLA leave will be paid leave. The balance of FMLA leave will be unpaid.

### ***Military-Related Family Leave***

#### **Qualifying Exigency Leave**

Employees eligible for FMLA leave are entitled to up to 12-weeks of leave while the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call to active duty status in the National Guard or Reserves in support of a contingency operation for one or more of the following qualifying exigencies: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities as agreed to by the Company and the employee.

If you have any questions about FMLA leave as it applies to service members and their families, please contact the Human Resources Department.

#### **Military Care-Giver Leave**

An employee eligible for FMLA leave who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, may take up to 26 weeks of leave in a single 12-month period to care for such service member who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness sustained in the line of duty on active duty that has made the service member medically unfit to perform his or her duties. Generally, FMLA procedures will be followed as may be appropriate, including but not limited to requiring employees to provide certification supporting need for leave and notice of need for leave and to apply accrued paid leave to Military-Related Family Leave.

#### **Benefits and Protections**

During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, subject to some exceptions, including situations when job restoration of "key employees" will cause the Company substantial and grievous economic injury, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued before the start of an employee's leave. The employee is responsible to make arrangements with the Company for the payment of the employee's portion of health insurance premiums during any unpaid FMLA leave.

**Please Note:** Failure to pay any portion of the premium may result in termination of the employee's health care coverage. Additional rules may apply depending upon the circumstances. If employees have any questions or would like further information, they should contact the Director of Personnel.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care

provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies, described above, may also be taken on an intermittent basis.

When employees take an intermittent or reduced leave schedule for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer the employee, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employee is qualified and which better accommodate recurring periods of leave.

### **Employee Responsibilities**

An employee must submit a request for FMLA leave in writing and receive the approval of his or her supervisor and the Human Resources Department. An employee must notify the Company of the need to take FMLA leave at least 30 days before the beginning date of the leave, if the leave is foreseeable, and if the leave is for planned medical treatment (for the employee or the family member), must make reasonable efforts to schedule such medical treatment so as to minimize disruption of the business of the Company. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

An employee must provide sufficient information for the Company to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. An employee also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If an employee takes FMLA leave because of serious illness (either of the employee or a family member), the employee must provide the Company with a health care provider's certificate which gives the date the health condition commenced, the probable duration of the condition, and the facts of the condition. In the case of a leave for the serious illness of a family member, the health care provider's certificate must also state that the employee is needed to care for the family member and give an estimate of the amount of time needed for the care. If the employee takes FMLA leave for his or her own serious illness, before returning to work, the employee must provide the Company with a certificate from his or her health care provider to the effect that the employee is able to return to work.

## **Employer Responsibilities**

The Company will inform an employee requesting leave whether the employee is eligible under FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility. The Company will inform the employee if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leaves as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **Unlawful Acts by Employer**

The FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

If an employee believes that his or her FMLA rights have been violated, the employee should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt appropriate remedial action to address any FMLA violations. An employee also may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Company. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### **4. Short-Term Disability Leave**

RMD Management may grant unpaid leave of absence for short-term disability including illness and pregnancy or pregnancy-related conditions. This leave is available to all full and part-time employees. To request a short-term disability leave of absence from your manager, you should submit or have someone submit for you, a statement of ill health or disability from your doctor. An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. You are required to give as much notice as possible of your need for disability leave of absence.

When the disability leave begins, you will be required to use all accrued, unused personal time off. Consult your group insurance booklet or the Director of Personnel to determine your insurance coverage during a leave of absence.

Generally, employees who remain away from work for more than the period of time allowed above will be considered to have voluntarily terminated their employment.

Upon your return from short term disability leave, you will be required to submit a health care provider's statement that releases you to work full-time or part-time, whichever your status was before the leave.



## **5. Personal Leave of Absence**

In very special circumstances, RMD Management may grant leave for a personal reason but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from your manager. This leave must not interfere with the operations of your department or RMD Management. Your manager will submit your request to the appropriate member of management for final approval.

A personal leave of absence may be granted for up to thirty (30) days. Consult your group insurance booklet or the Director of Personnel to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed may result in termination of employment.

If you accept any employment or go into business while on a leave of absence from RMD Management, you will be considered to have voluntarily resigned from employment with RMD Management as of the day on which you began your leave of absence.

## **F. Other Time Off**

### **1. Jury Duty**

Unpaid time off for jury duty is given to all employees, provided that no petition to be excused from such service owing to hardship has been filed. You must advise your manager and the Director of Personnel as soon as possible of any jury service.

### **2. Voting**

You are encouraged to vote before or after regular working hours. Should it be necessary, you may take up to two hours of unpaid leave from work to vote in a governmental election or referendum. You will be expected to notify your manager at least one week in advance before doing so.

### **3. Military Duty**

Military leave will be granted as required by applicable law.

## **G. Education**

### **1. Education Assistance**

RMD Management offers an Education Assistance benefit to encourage and reward individuals who possess a desire to continue their education, in addition to performing their full-time job.

Full-time employees may continue their education in a related field, and RMD Management may reimburse all or part of the registration and tuition costs. Your manager must pre-approve all courses. After the course is completed, you should submit a certified transcript of grades, with receipts for expenses. RMD Management may reimburse you for the portion of the registration and tuition that was pre-approved. Incentives have been established to reward better than average performance.

Reminder: If you are taking a pre-approved seminar that offers continuing education credit, be sure to give your manager a copy of the Continuing Education Credit Certificate (or other document) to include in your personnel file.

To qualify for this Education Assistance benefit you must:

- a. Advise your manager, before enrolling for the class, that you intend to take a particular course. Your manager will advise you whether the course is of a nature that RMD Management will approve for partial or total reimbursement of tuition and fees.
- b. The course must be job-oriented and offered by an approved education institution.
- c. You must have at least one (1) full year of service with RMD Management.
- d. You must agree in writing to repay RMD Management for all amounts it has paid under this policy if your employment with RMD Management terminates for any reason within one (1) year after completing the course.
- e. If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, RMD Management will not reimburse your educational expenses.

## **2. Education/Training**

From time to time, RMD Management may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. Several times a year, employees are selected to attend factory schools, workshops or training programs. You may receive a normal paycheck while attending these schools or workshops. All or a portion of the expenses for off-premises training will be paid for by RMD Management depending on the nature of the course. Check with your manager for details.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your manager. Because these seminars are usually offered only at specified times in a geographical area, please be sure to notify your manager as far in advance as possible. This way, he or she can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar.

## **H. Personal Charge Accounts**

To help ease the burden of large expenses sometimes necessary for field employees to perform their jobs, RMD Management will provide field personnel with a personal charge account to be used for the purchase of work tools. 100% of the balance of your personal account will be deducted from your biweekly paycheck. All purchases to be applied to your personal account must be pre-approved by your manager or an authorized Company purchasing agent.

Upon termination of employment, any remaining balance will be deducted from your final paycheck.

# **VI. PERSONAL CONDUCT**

## **A. Conflict of Interest**

### **1. Outside Employment**

If you are a full-time employee, RMD Management will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to perform your job duties properly at RMD Management.

No employees may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of RMD Management, nor may they do work on their own if it competes in any way with the sales of products or services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time or if you intend to engage in a business enterprise of your own, we would like to know about it. Before accepting any outside employment, you should discuss the matter with your manager. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at RMD Management nor pose a conflict of interest.

Performing work related to your primary employment for others for pay or as a donation of your time outside of the Company without the knowledge or permission of a manager or “moonlighting” is prohibited. Violations of this policy may result in disciplinary action up to and including termination.

## **2. Spouse Accepts Employment from a Competitor**

Your spouse’s or significant other’s acceptance of employment with a competitor of RMD Management may result in the termination of your employment.

## **3. Gifts**

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give gifts to customers or suppliers, except for certain promotional “premiums” (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the RMD Management logo or sales information.

## **B. Standards of Conduct**

The following list of rules and offenses are examples of conduct that may subject employees to discipline. Any violation of any one of these rules, any other the Company rules or any unacceptable behavior, as determined by RMD Management in its sole discretion, may subject employees to discipline up to and including termination. Each situation is handled on a case-by-case basis. This is not a complete list of all rules and offenses that may subject employees to discipline but only contains examples:

- Dishonesty or falsification in any form or degree, including intentionally misleading statements, rumor or innuendo.
- Falsifying an employment application or any other Company records or documents.
- Damage, loss or destruction of Company, employee or customer property due to willful or careless acts.
- Disrespectful or abusive conduct toward management, a fellow employee or customer; refusing to perform work as directed (insubordination).
- Theft or unauthorized possession, removal or use of property belonging to the Company, customers or other employees.
- Being under the influence of, possessing, selling or using alcohol or illegal drugs during work time or while operating Company-owned vehicles or equipment.
- Loafing on the job, failure to perform work, inefficient performance, incompetence or neglect of work.
- Unexcused or excessive absence or tardiness.
- Not showing up for work.

- Unwillingness or inability to work in harmony with others, backbiting, backstabbing, gossiping, discourtesy, conduct creating disharmony, irritation or friction.
- Fighting, gambling, horseplay or using vulgar, profane, obscene or abusive language while at work, threatening, intimidating or coercing others on Company property or on Company time.
- Engaging in sexual or other harassment of co-workers or customers on or off the job.
- Smoking or chewing tobacco in unauthorized areas.
- Working or causing unauthorized overtime.
- Failing to record work time accurately.
- Violating health or safety rules or failing to report an accident.
- Failing to cooperate in any investigation.
- Possessing, entering with or using weapons or explosives inside the workplace.
- Discussing or otherwise disclosing confidential or proprietary information in violation of federal and state laws, regulations, professional standards and/or Company policy.
- Violating any Company policy.
- Conducting personal business on Company time, including extended personal use of Company phone, computer or Internet.
- Unlawful harassment or retaliation against another employee for reporting misconduct.
- Unauthorized absence from work station during the workday.
- Unauthorized use of telephones, mail system or other employer-owned equipment.
- Violating of any other commonly accepted reasonable rules of responsible personal conduct, appearance or cleanliness.
- Under no circumstance will use of the internet for illegal and/or pornographic use be permitted. Downloading or viewing pornographic material, playing computer or internet games, using instant message programs, downloading graphic files and attachments that may contain viruses is not allowed.
- The viewing of obscene, pornographic, profane or sexually-oriented material of any kind (including calendars and/or pin up posters) will not be tolerated in the workplace.

### C. Personal Appearance Policy

- Employees are expected to practice personal hygiene and be neatly groomed. Hairstyles are to be conservative, clean and neat. Unnatural hair colors are unacceptable. Beards and mustaches are to be neatly trimmed.
- T-shirts may be worn if they appear neat and clean.
- Shirts must be tucked in or professionally presented.
- Tattoos and similar body art (whether permanent or temporary) must be **completely covered** at all times while at work.
- Employees should select and wear conservative jewelry that does not create a safety hazard or interfere with their work. Large chains hanging from the belt or worn around the neck are not allowed. Ear piercings should be conservative. Body gauging/stretching is **not** acceptable.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Clothing should be clean, pressed and in good repair, without holes, rips or tears.
- Perfume, cologne and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.

- Unacceptable clothing includes the following:
  - Bib overalls, shorts, sweats or lounge wear
  - Mini-skirts (Skirts should not be shorter than three inches above the knee in length.)
  - Tight or revealing clothing (Avoid anything transparent, tightly fitting, low/plunging necklines, bare backs/shoulders or revealing waistlines.)
  - Tank tops, tube tops, halter tops or spaghetti straps (Sleeveless shirts are acceptable as long as the shoulder is covered.).
  - Bare mid-drift tops (When employees reach or bend, their shirts should be long enough so no skin is revealed on the stomach or back.)
  - Sagging pants (Not able to stay above the hip without a belt or which have underwear showing above the belt line.)
  - Clothing or jewelry with pictures or words that is profane, vulgar or sexual in nature or that depicts, represents or promotes illegal drugs, alcohol, tobacco or their use.

If your manager feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your manager has the sole authorization to determine an appropriate dress code, and anyone who violates these standards may be subject to disciplinary action up to and including termination.

#### **D. Theft**

Theft is the unauthorized use of RMD Management services or facilities or the taking of any Company property for personal use. The following list of examples is not all-inclusive but provides illustrations of several activities that are unacceptable.

1. **Use of Company copy machines for personal use.** The office copiers are not provided as a free service to employees. If you wish to use a Company copier for personal use, please follow the established procedure for reimbursement to RMD Management. Failure to do so is a form of property theft.
2. **Use of computers.** RMD Management's personal computers (the personal computers in the office, or laptops made available for work away from the office) are to be used exclusively for business purposes unless you receive permission from your manager and arrange to reimburse RMD Management for such use. Permission may be given for the use of personal computers during non-business hours so long as employees record all time, for which they will be charged, and supply their own diskettes.
3. **Purchase of Company products (manufacturing and distribution companies).** RMD Management may offer employees a wide selection of the products manufactured or distributed by RMD Management at a discount. The discount privilege is offered for the use of employees. Under no circumstances should Company products be removed from the premises unless accompanied by a receipt from RMD Management. Employees are permitted to buy Company products at a discount for personal use or to give as gifts, but it is an abuse of the discount privilege to buy items from RMD Management on behalf of other people. RMD Management considers such behavior a form of theft, and violators may be subjected to disciplinary action up to and including termination.
4. **Taking of Company property.** No item purchased or supplied by RMD Management should ever be removed from Company premises or Company vehicles without express

authorization of your immediate manager and the proper paper work completed. This rule applies to all Company property including raw materials used in manufacturing plants, mechanics' tools, computers and even pens and paper. All employees may be subject to random searches as they leave Company facilities. Your manager has been given detailed instructions on the circumstances under which he or she can authorize you to borrow Company equipment or to take samples of your work home. A checkout procedure will be used, and if you fail to return any item removed on schedule, the value of the items will be charged against your paycheck, and you may be subject to disciplinary action up to and including termination for theft.

#### **E. Customer Relations**

The success of RMD Management depends upon the quality of the relationships between RMD Management, our employees, our customers, our suppliers and the general public. Our customers' impression of RMD Management and their interest and willingness to purchase from us are greatly formed by the people who serve them. Employees are RMD Management's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, RMD Management and RMD Management's products and services.

Here are several things you can do to help give customers a good impression of RMD Management:

1. Act competently and deal with customers in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

#### **F. Bonding Requirement**

Under certain circumstance, RMD Management may require that you be bonded. It is your responsibility to assure that you are bondable. RMD Management will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or termination.

#### **G. Driver's License & Driving Record**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to RMD Management from time to time. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

#### **H. Traffic Violations**

If you are authorized to operate a Company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred. Your manager will advise you on what to say and do (and what not to say and do) in the event of a vehicular accident.

## **I. Drug and Alcohol Use**

RMD Management desires to provide a drug-free, healthy and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

RMD Management has a separate drug and alcohol testing policy with which all employees must comply as a condition of employment. All employees are given a copy of the drug and alcohol testing policy, and it is posted in various locations at the Company. If you need a copy of this policy, you should contact the Director of Personnel. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their manager or the Director of Personnel.

## **J. Entry After-Hours**

You are not allowed to enter RMD Management property after normal working hours for any reason without the express approval of your manager or the manager on duty.

## **K. Restricted Areas**

In the interest of safety and security, certain portions of RMD Management's facilities may be restricted to authorized personnel only. Such areas will be clearly marked. Some areas may be designated "no smoking" areas as well.

# **VII. MISCELLANEOUS**

## **A. Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area or vehicle neat and orderly at all times – it is a required safety precaution.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Please don't put cigarettes out on the floor or throw ashes into any container not meant for that purpose. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your manager immediately.

## **B. Parking Lot**

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will avoid accidents, personal injuries, or damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your manager. RMD Management does not assume any liability for any loss or damages you may sustain.

### **C. Bulletin Boards**

Bulletins and bulletin board(s) are our “official” way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove or alter any notice on the bulletin board(s). If you want to have notices posted on RMD Management bulletin board(s), see your manager for instructions.

### **D. References**

Without a written authorization allowing RMD Management to release additional information about an employee’s employment, RMD Management will provide only the following information to prospective employers: dates of employment and position held.

Under no circumstances should you respond to any requests for information about another employee unless it is part of your assigned job responsibilities. If it is not and you receive a request for a reference, you should forward the request to the Personnel Department for a response.

### **E. Service Awards**

Each year, RMD Management honors its long-term employees by presenting service awards at an annual Company function. Service awards will be given after you have completed five, ten, fifteen, twenty, and twenty-five years of service.

The awards are:

Copper	Five Years of Service
Bronze	Ten Years of Service
Silver	Fifteen Years of Service
Gold	Twenty Years of Service
Platinum	Twenty-Five Years of Service

### **F. Company Gift Policy Standards and Requirements**

RMD Management’s code of conduct requires that all employees demonstrate our organization’s commitment to treating all people and organizations with whom we come into contact or conduct business, impartially. RMD Management employees demonstrate the highest standards of ethics and conduct. In an effort to demonstrate our commitment to these standards and behavior, all employees must abide by the following gift policy requirements.



No gifts, except for those defined as exceptions, offered by vendors, suppliers, customers, potential employees, potential vendors or suppliers, or any other individual or organization, will be accepted by any employee at any time, on or off the work premises.

#### Gift Policy Exceptions:

Exempted from this policy are gifts such as:

- T-shirts, pens, trade show bags, and all other tchotchkes that employees obtain, as members of the public, at events such as conferences, training events, seminars, and trade shows, that are offered equally to all members of the public attending the event.
- This includes attendance at and food, beverages, and tchotchkes provided at events, exhibitor trade show floor locations, press events, and parties funded by conference or event sponsors.
- Exempted are cards, thank you notes, certificates, or other written forms of thanks and recognition.
- Exempted are food, beverages, and moderately priced meals or tickets to local events that are supplied by and attended by current customers, partners, and vendors or suppliers in the interest of building positive business relationships.
- This moderately priced entertainment is provided as part of a “working” meeting or session to benefit and advance positive working relationships and company interests. These activities are expected to be reciprocated by our company in turn.

If an employee or department receives a non-exempted gift:

- If feasible the gift will be raffled off to either all employees or employees of a department, with free entry, during a work party or gathering at the discretion of the department manager.
- Plants or flowers will be displayed in the lobby or another central location where all employees may enjoy their presence.

## **G. Prohibitions on Forced Labor and Child Labor**

### ***Prohibitions on Forced Labor***

RMD Management does not engage in or permit the use of forced or compulsory labor, in accordance with ILO Conventions 29 and 105. This policy is to encompass all corporate operations of RMD Management, including all sites and quarries.

### ***Prohibitions on Child Labor***

RMD Management prohibits and supports world-wide elimination of the worst forms of child labor, in accordance with ILO Convention 182, including:

- All forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom, and forced or compulsory labor, including forced or compulsory recruitment of children for use in armed conflict;
- The use, procuring, or offering of a child for prostitution, for the production of pornography, or for pornographic performances;
- The use, procuring, or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties;
- Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of children.

This policy is to encompass all corporate operations of RMD Management, including all sites and quarries.

**H. Prevention of Discrimination**

RMD Management does not engage in or support discrimination in the employment process, including discrimination in the following areas:

- Discrimination based on race, color, religion, sex, or national origin;
- Sex-based wage discrimination against men and women who perform substantially equal work in the same establishment;
- Age discrimination against individuals who are 40 years of age or older;
- Employment discrimination against qualified individuals with disabilities in the private sector, and in federal, state, and local governments.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I have received and carefully read the 2017 edition of the Employee Handbook. I fully understand the policies described in this book. I have had an opportunity to ask questions about these policies.

Employee's Initials \_\_\_\_\_

I understand that my employment relationship with RMD Management, Inc. is at-will and that I or RMD Management, Inc. may terminate the employment relationship at any time for any or no reason without notice.

Employee's Initials \_\_\_\_\_

As a condition of my employment or continued employment, I consent to allow the Company, with or without notice, to search my locker, desk, automobile, lunch box, purse, briefcase or other personal possessions on Company premises or at worksites.

Employee's Initials \_\_\_\_\_

Upon my termination, I authorize the Company to deduct from my final paycheck the value of any Company property for which I acknowledged receipt and failed to return to the Company.

Employee's Initials \_\_\_\_\_

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

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature of Company Witness \_\_\_\_\_

Date \_\_\_\_\_