



## **Employee Handbook**

Revised June 2018

## TABLE OF CONTENTS

<b><i>Welcome to the FirstOnSite Team!</i></b> .....	<b>5</b>
OUR VISION (Who we will become) .....	5
OUR MISSION (What we will do) .....	5
OUR VALUES (How we do things here) .....	5
<b><i>Legislation</i></b> .....	<b>7</b>
<b><i>Section I: General Information</i></b> .....	<b>8</b>
Human Rights in the Workplace .....	8
Minimum Age of Employment .....	8
Employment Classifications .....	8
Probationary Period .....	8
New Employee Orientation .....	9
Healthcare Benefits .....	9
Hours of Work & Meal Periods .....	9
<b><i>Code of Ethics and Business Conduct</i></b> .....	<b>9</b>
What is FirstOnSite's commitment? .....	10
How do I know if what I'm doing is right? .....	10
What are my obligations to report breaches of FirstOnSite's policy? .....	10
How do I report wrongful conduct? .....	11
What is FirstOnSite's retaliation policy? .....	11
How do I identify a conflict of interest? .....	11
Is it ok to give and receive gifts and entertainment? .....	12
What are appropriate uses of FirstOnSite assets and resources? .....	12
What are appropriate uses of information and technology resources? .....	13
What is FirstOnSite's travel reimbursement policy? .....	13
How must I handle confidential information? .....	14
What are appropriate political contributions and activities? .....	14
How must I keep FirstOnSite records? .....	14
How do we ensure accuracy of financial reports and public communications? .....	15
How should I manage my relationship with suppliers? .....	15
How should I manage my relationship with customers? .....	15
How does FirstOnSite manage competition laws and relationships with competitors? .....	15
What is our business conduct relative to environmental, health and safety? .....	16
Are there any other laws and regulations with which we must comply? .....	16
How will FirstOnSite enforce the Code? .....	17
Summary Notes .....	17
Ethics Officer Contact Information .....	17

Shortage of Work .....	18
Resignation/Termination .....	18
Bridging of Service .....	18
FirstOnSite-Sponsored Training & Professional Development .....	18
Professional Development Reimbursement.....	18
Business Travel & Expense Guidelines.....	19
Personal & FirstOnSite Equipment .....	19
Security of Property .....	19
Personal Information .....	20
Dress Code .....	20
Uniform Program.....	20
Advances against Pay and Loans from FirstOnSite .....	20
Smoking in the Workplace.....	20
Career Opportunities – Promotions and Job Postings .....	20
Hiring Relatives of Staff .....	21
Electronic Communication and IT.....	22
Non-Compliance Consequences .....	22
<b>Section II: Pay and Performance.....</b>	<b>23</b>
Salary Administration .....	23
Performance Excellence Program (PEP) .....	23
Overtime.....	23
On-call / Call Backs.....	23
<b>Section III: Attendance, Leaves and Vacation .....</b>	<b>24</b>
Attendance & Punctuality .....	24
Personal Emergency Leave and Medical Appointments .....	24
Compassionate Care Leave.....	24
Bereavement Leave.....	24
Unpaid Leaves of Absence .....	25
Pregnancy Leave .....	25
Parental /Adoption Leave.....	26
Jury Duty/Court Appearance .....	26
Religious Accommodation .....	26
<b>Vacation Entitlement.....</b>	<b>26</b>
Vacation Pay on Overtime and Bonuses .....	27
Accommodation of Vacation Requests .....	27

Statutory Holidays.....	28
<b>Section IV: Health and Safety .....</b>	<b>29</b>
<b>Section V: Policy and Procedure .....</b>	<b>30</b>
Employee Attitude and Conduct .....	30
Standard of Conduct and Corrective Action .....	30
<b>Anti-Harassment Policy .....</b>	<b>32</b>
Reporting Harassment .....	32
Confidentiality Regarding Harassment .....	33
Corrective Action Regarding Harassment.....	33
<b>Section VI: Guidelines of Corrective Action for Performance Improvement ..</b>	<b>34</b>
<b>Corrective Action.....</b>	<b>34</b>
<b>Corrective Action Procedure .....</b>	<b>34</b>
1. Verbal Warnings .....	34
2. Written Warnings .....	34
3. Final Written Warning .....	35
4. Termination of Employment.....	35
5. Time Lines for Corrective Action.....	Error! Bookmark not defined.
<b>Causes for Immediate Termination for Just Cause .....</b>	<b>35</b>

## Welcome to the FirstOnSite Team!

### OUR VISION (Who we will become)

FirstOnSite will be Canada's national leader in restoration services.

We will:

- Work together as one team motivated by a shared goal to lead our industry.
- Set the standard for the industry in terms of the quality of our service and the integrity of our people.
- Be the first and best choice for insurers, property owners and employees.

### OUR MISSION (What we will do)

Our mission is to deliver rapid and superior disaster restoration services to Canadians in times of emergency. We protect, preserve and restore order. We put things right – the right way – each and every time.

- We offer property owners the peace of mind that the job will get done quickly and professionally.
- We provide insurers with a coast-to-coast assurance of quality and consistent service so that they can confidently recommend us.
- We help our employees become the best in the industry and offer opportunities to grow professionally and advance, or relocate within FirstOnSite.

### OUR VALUES (How we do things)

- **With integrity:** We consistently do what is right. We work in a way that is honest and fair. We are upfront and genuine with everyone we work with and build relationships based on trust and respect.
- **The right way:** We come to work to do our best work, every day. We don't settle for anything other than excellence, in all that we do. We are motivated to exceed the expectations of our customers and make sure that our name stands for excellence in the industry.
- **Without delay:** We are always ready to mobilize with speed and professionalism – 24/7 – to assist our customers. We move quickly to support each other. We listen to the needs of our communities and take pride in putting our skills to work to make a difference.

Dear Employee,

The information included in this Handbook has been compiled to assist employees in understanding FirstOnSite's policies, procedures and working environment. It is important that each employee take the time to read and understand this material.

If you have any questions about these matters or any other work related issues, please do not hesitate to ask anyone at the management level.

You are a representative of FirstOnSite and as such, a valued individual. We are proud to have you representing FirstOnSite and hope that you are equally proud to be a contributing part of this dynamic company.

Dave Demos

CEO

## **Legislation**

Provincial Employment Standards Legislation, Provincial Health and Safety Acts and Provincial Human Rights Codes govern the contents of this employee handbook.

This edition of the Handbook replaces any earlier versions. FirstOnSite Restoration reserves the right to add, delete or change the information that is provided in this Employee Handbook to accommodate and support the necessary needs of FirstOnSite.

Where provincial employment legislation provides a greater benefit than what is outlined in this document, the provincial employment legislation will supercede.

## **Section I: General Information**

### **Human Rights in the Workplace**

FirstOnSite is committed to treating people fairly, with respect and dignity. We offer employment opportunities based upon an individual's qualifications and performance, free from discrimination or harassment on any of the protected human rights grounds including race, ancestry, place of origin, ethnic origin, colour, citizenship, creed, gender, sexual orientation, age, marital status, family status, disability, and record of offences.

These values apply to all aspects, terms and conditions of employment at FirstOnSite, including recruitment, hiring, training, transfer, promotion, dismissal and layoffs.

### **Minimum Age for Employment**

Due to the nature of our work and safety being top priority, employees hired for any role that is not solely an office position, must be at least 18 years of age. For office role, the minimum age is 16.

### **Employment Classifications**

Full-time employees

- Employees are designated full-time by FirstOnSite when they consistently work 35 hours per week or more.

Part-time employees

- Employees are designated part-time by FirstOnSite when they work a consistency schedule that is less than 35 hours per week.

Casual employees

- Employees are designated casual by FirstOnSite when they do not work a consistent schedule, and are called in ad-hoc, depending on the availability of work.

Probationary employees

- New or re-hired employees who are serving a prescribed period of supervision and evaluation to determine their ability and suitability for a particular position.

Temporary or Contract employees

- Employees holding positions of limited or specific duration as a result of special projects, abnormal workloads, emergencies or other reasons.
- This group includes students who are hired during school breaks or co-op students.

### **Probationary Period**

The probationary period for employees allows time for a mutual assessment as to the suitability of the job for the employee and the suitability of the employee for the job. New employees must serve a probationary period. During this time:

- The employee must demonstrate skills, abilities, quality of work and a positive attitude toward the job, people and organization.
- The employee's supervisor will communicate an understanding of the job performance expectations as well as provide appropriate guidance and leadership.

The time frame for the probationary period is 6 months. Within the probationary period, a newly-hired employee's employment may be terminated.

During the probationary period, the employee's direct Manager will convey the standards of performance and task-related goals that FirstOnSite expects from the employee. Nearing the end of the probationary period, an informal performance review will be completed and discussed with the



employee.

## **New Employee Orientation**

Newly-hired employees will be given an orientation once they commence their employment with FirstOnSite. The length of the orientation and the training provided will vary according to the position requirements. All newly-hired employees will receive a facility tour covering common areas, location of emergency exits and emergency equipment as well as safety training as required for their position.

All new employees will receive a survey within the first 3 months of employment, in order to gather feedback on the FirstOnSite onboarding and orientation program.

## **Healthcare Benefits and Eligibility**

Details of FirstOnSite's healthcare benefits are described in the FirstOnSite Benefit Plan booklet available from National Payroll.

The FirstOnSite benefits plan is open to all regular full time employees of FirstOnSite after three months of employment who maintain an average of 24 hours per week of work over a six month period. Part time, contract, temporary and casual employees are not eligible to participate in the benefits program.

## **Hours of Work & Meal Periods**

Staff scheduling shall be the responsibility of the employee's immediate manager. Employees are responsible for arriving at work and returning from breaks on time. Employees scheduled to work a full, regular shift shall observe two paid fifteen (15) minute break periods and a minimum of a thirty (30) minute unpaid meal period. Regions may choose to offer longer meal periods of up to one (1) hour in length. Unpaid meal periods should be taken within five (5) hours of the start of the employee's work shift. The exact time of the meal period shall be established by the employee's immediate manager. Employees are not allowed to forego their meal periods. See your provincial regulations for specifics. Work hours can be altered at any time to meet the business needs of FirstOnSite.

## **Code of Ethics and Business Conduct**

We at FirstOnSite are committed to working legally and ethically and expect all individuals working for FirstOnSite to conduct themselves similarly. The purpose of the Code of Ethics and Business Conduct (the "Code") is to provide a summary of our key policies and procedures. This code is just one element of our overall effort to ensure lawful and ethical conduct. We strive to maintain a corporate culture that includes compliance with internal policies as well as federal, provincial and local laws and regulations; an open relationship between employees and managers, that is conducive to good business conduct, and, above all, the integrity and good judgment of all FirstOnSite employees.

This code applies to directors, officers and employees at all FirstOnSite locations, whether full-time or part-time. We refer to all FirstOnSite employees covered by this code as "FirstOnSite employees" or simply "employees".

This code also applies to independent-contractors of FirstOnSite (with necessary modifications) unless provided otherwise in the Code or in their services agreement with FirstOnSite. Such individuals shall be referred to as "independent-contractors". It should be noted that the application of the Code to independent-contractors does not in any way create an employee-employer relationship between the parties.

## **What is FirstOnSite's Commitment?**

FirstOnSite is committed to (i) preventing unethical or unlawful behavior from occurring, (ii) stopping any such behaviour that may occur as soon as reasonably possible after it is discovered, and (iii) administering remedies, corrective and administrative measures to those who breach this policy.

FirstOnSite has a zero tolerance policy regarding fraud or corruption. Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:

1. Falsification of expenses and invoices
2. Theft of cash or fixed assets
3. Alteration or falsification of records
4. Failure to account for monies collected
5. Knowingly providing false information on job applications

Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include:

1. Bribery
2. Conspiracy
3. Extortion

FirstOnSite's Ethics Officer has ultimate responsibility for overseeing compliance with this code and related policies and procedures. All matters raised by any source will be taken seriously and investigated.

## **How do I know if what I'm doing is right?**

The Code is only a summary of certain FirstOnSite policies and is not intended to be a comprehensive rulebook or to address every situation you may encounter. You must at all times act with prudence and exercise good judgment in connection with your role at FirstOnSite.

If you are faced with a difficult business decision that is not addressed in the Code, ask yourself:

- Is my decision honest and fair?
- Is it in the best interest of FirstOnSite?
- To my knowledge, is it legal?
- Does it make me feel good about myself and FirstOnSite?
- Would I feel comfortable if an account of my name and actions were published in the local media?
- Would I feel comfortable if my supervisor/the President of FirstOnSite was aware of my actions?

If your answer to any one of these questions is "no", it is likely the wrong decision and you should not do it. If you are unsure how to answer these questions or have any doubts, you must immediately contact your Manager, the Ethics Officer or a member of Senior Management for guidance, prior to making any decision.

## **What are my obligations to report breaches of FirstOnSite's policy?**

All employees have a duty to report breaches of FirstOnSite's code of ethics and business conduct or concerns they have or information provided to them about possible breaches of this policy including fraudulent or corrupt activity of any employee, vendor or other party with an association with FirstOnSite immediately.

## **How do I report wrongful conduct?**

FirstOnSite has an “open door policy” that permits any employee or independent-contractor to directly present concerns, problems or complaints and to ask any questions.

FirstOnSite is committed to detecting and halting violations of law, regulations, or policy. However, it is impossible to detect all misconduct that may occur. As a result, in an effort to safeguard the reputation and integrity of FirstOnSite and of our employees and independent-contractors, we strongly encourage anyone with knowledge of suspected wrongdoing to immediately report it. In fact, this policy makes it your obligation to report any such suspected wrongdoing immediately.

To report an issue or suspected violation of this code, you should advise your Manager as soon as possible, who will consult with the Ethics Officer. Together they will decide how to proceed.

If you are uncomfortable reporting the conduct to your Manager or do not receive a satisfactory response in a timely manner, contact the Ethics Officer personally.

All questions and reports of known or suspected violations of the law or this code will be treated with sensitivity and discretion. However, please keep in mind that in some circumstances, it may be more difficult or impossible for FirstOnSite to thoroughly investigate reports that are made anonymously. If requested, we will protect your confidentiality to the maximum extent allowed by law and by FirstOnSite's need to investigate your concern.

All managers who receive any such complaint of fraud, corruption or breach of our code of ethics and business conduct should contact the Ethics Officer.

*Ethics officer for FirstOnSite Restoration: Al Sutherland, Chief Administrative Officer.*

## **What is FirstOnSite' retaliation policy?**

FirstOnSite strictly prohibits retaliation against an employee or independent-contractor who, in good faith, seeks help or reports known or suspected violations of this code or the law. Retaliation includes any form of penalty or adverse employment consequence for reporting in accordance with this policy, including discharge, suspension, demotion or transfer, harassment or discrimination. Without limiting FirstOnSite's right to any recourse or remedy, acts of retaliation against an employee or independent-contractor will be subject to corrective action, up to and including immediate termination of employment for cause. However, if it is determined an employee has brought a false allegation and/or acted maliciously or with deceit, the employee will be subject to disciplinary action.

## **How do I identify a conflict of interest?**

A conflict of interest may occur when an employee's private interest interferes or appears to interfere with the interests of FirstOnSite. Employees must avoid any private interest that influences their ability to act in the best interests of FirstOnSite, makes it difficult to perform their work objectively and effectively, or gives the appearance that the employee has a conflict.

Any actual or potential private interest or outside relationship that could cause a conflict of interest should be reported to your manager or the Ethics Officer. The following are examples of situations that could lead to possible conflicts of interest:

- Outside employment or personal commitments that impair an individual's ability to effectively fulfill their regular responsibility;
- Owning or having a financial interest in, or having a family member who owns/operates or has a financial interest in a company that performs work for FirstOnSite;
- Owning or having a financial interest in, or having a family member who owns/operates or has a financial interest in a company that competes with one of FirstOnSite' lines of business;

- Receipt of improper personal benefits or benefits to a family member;
- Using your position at FirstOnSite to secure special advantage in business, personal gain or other benefit derived from such relationship;
- Disclosing information known to be confidential or privileged acquired in the course of employment at FirstOnSite.

These are just examples of conflicts of interest, and they are not the only possible conflicts. You are responsible for recognizing any other potential conflicts of interest.

Without limiting FirstOnSite's right to any recourse or remedy, if a conflict of interest is discovered, it could lead to corrective action, up to and including immediate termination of employment for cause.

### **Is it ok to give and receive gifts and entertainment?**

In certain situations, giving and receiving gifts and entertainment is an accepted business practice. Appropriate business gifts and entertainment are designed to build relationships and understanding among business associates. However, gifts and entertainment should not compromise or appear to compromise your ability to make objective and fair business decisions. It is your responsibility to use good judgment in this area.

As a general rule, gifts or entertainment may be given to or received from customers or suppliers only if they are reasonable, legal and would not be viewed as an inducement to or reward for any particular business decision. Additionally, all authorized gifts and entertainment expenses must be properly accounted for on expense reports. The following specific examples may be helpful.

- You may occasionally accept or give meals, refreshments or other entertainment if the items are of reasonable value and the purpose of the meeting or attendance at the event is business related.
- Entertainment of reasonable value may include food and tickets for sporting and cultural events if they are generally offered to other customers, suppliers or vendors.
- You may accept or give advertising or promotional materials of nominal value.
- Any gift over \$300 requires approval from a Branch Manager or Director level.

You should refuse or return a gift that is beyond these permissible guidelines. For instance, you should never accept:

- Gifts of cash or its equivalent (e.g. stock, bonds or other negotiable instruments);
- Any business courtesy given in an attempt to motivate you to do anything that is prohibited by law, regulation, or FirstOnSite policy.

And, of course, you should never give a gift or provide a service of a type that you yourself could not accept. If you have any questions about whether it is permissible to accept a gift or something of value, contact your manager or the Ethics Officer for guidance.

*Note: Under no circumstances may gifts or entertainment be offered to or exchanged with any employee who works for the federal, provincial or local government or any municipal authority.*

### **What are appropriate uses of FirstOnSite assets and resources?**

You must protect FirstOnSite assets and ensure their efficient use for legitimate business purposes only. The use of FirstOnSite funds or assets for personal purposes or for any unlawful or improper purpose is prohibited. Theft, carelessness and waste have a direct impact on FirstOnSite's profitability.

To ensure the protection and proper use of FirstOnSite assets, you must, without limitation:

- Exercise reasonable care to prevent theft, damage or misuse of FirstOnSite property.

- Promptly report the actual or suspected theft, damage or misuse of FirstOnSite property.
- Use FirstOnSite's telephone system, other electronic communication services, written materials and other property primarily for business purposes and in a manner that does not reflect negatively on FirstOnSite or its customers.
- Safeguard all electronic programs, data, communications and written materials from inadvertent access by others.
- Never download and/or save FirstOnSite documents or information onto your personal computer or storage systems or to the computers or storage systems of any third party without first obtaining permission from a senior manager.
- Use FirstOnSite property only for legitimate business purposes, as authorized, and in connection with your job responsibilities.

### **What are appropriate uses of information and technology resources?**

FirstOnSite's information and technology resources (i.e., email, computers, computer applications, networks, Internet, Sharepoint, facsimile, PDAs, cell phones, wireless communications devices, telephone, voice mail systems) are FirstOnSite property and are provided to employees for FirstOnSite business use. Use of FirstOnSite's telephone system or other electronic communication services or resources for personal or non- FirstOnSite business must be occasional and kept to a minimum. FirstOnSite's telephone system and other electronic communication services or resources may not be used for inappropriate purposes such as hacking, pirating software, disclosing confidential information of FirstOnSite or third parties, sending inappropriate email, accessing inappropriate web sites (such as those advocating, for example, hate or violence, containing sexually explicit material, or promoting illegal activities), or in any way that violates the letter or spirit of FirstOnSite policies or reflects negatively on FirstOnSite.

All information, data, messages, attachments, and other information created, communicated or stored using FirstOnSite information technology resources are the property of FirstOnSite. FirstOnSite reserves the right, without notice and in its sole discretion, to access, inspect, review, store, delete, copy and/or monitor any work cellphones, laptops, desktops, voicemail, information, data, messages, attachments or other information communicated or stored through the use of its information and technology resources, including business or personal e-mails or other electronic messages, the whole in accordance with applicable law. Additionally, FirstOnSite reserves the right, without notice, and in its sole discretion to disclose any such information or to otherwise give access to such information to law enforcement or other third parties, in accordance with applicable law. As a result, you should have **no expectation of privacy** with regard to any work cellphones, laptops, desktops, voicemail, information, data, message, file, document or other information that you create, send, receive, access or store using FirstOnSite's information technology resources, whether for business or personal use.

Your use of FirstOnSite phones, fax numbers and e-mail while an employee is conditioned upon your agreement to adhere to these rules, even after your employment with FirstOnSite may have ended. These systems are for FirstOnSite business use and are not to be used by employees or others for personal matters or for non- FirstOnSite business (other than incidental use while a FirstOnSite employee).

Additionally, unauthorized duplication of copyrighted computer software violates the law and is contrary to FirstOnSite standards of conduct and is not permitted. Accessing another employee's system or using another employee's user name is strictly prohibited.

Breach of this policy will lead to disciplinary action including termination of employment for cause.

### **What is FirstOnSite' travel reimbursement policy?**

We recognize that, for many employees, travel expenses are incurred to further FirstOnSite business objectives. FirstOnSite's policy regarding travel related expenses is to reimburse employees for incurred

expenses that are deemed to be reasonable, ordinary and necessary business-related costs. Moreover, they must be supported with appropriate receipts.

### **How must I handle confidential information?**

FirstOnSite has and will continue to develop, compile and own certain confidential information that has great value in its business. It is essential that you:

- Protect FirstOnSite confidential information at all times and use it only for appropriate, authorized purposes;
- Do not disclose FirstOnSite confidential information to any person who is not an employee of FirstOnSite unless you are authorized or required by law to do so;
- Do not use, divulge, diffuse, sell, transfer, give, publish, circulate or otherwise distribute FirstOnSite confidential information for your personal benefit;
- Do not allow others to misappropriate FirstOnSite confidential information;
- Report all breaches of this policy to your manager or the Ethics Officer as soon as you become aware of any such breach;

You must protect sensitive, private or confidential information of those with whom FirstOnSite conducts business just as carefully as you protect our own. Information that is developed by you during your employment with FirstOnSite (even after hours if developed as a consequence of your employment with FirstOnSite) is the confidential property of FirstOnSite.

The obligations described above with regard to confidential information survive at all times the termination of employment or services (as the case may be), for any reason.

### **What are appropriate political contributions and activities?**

FirstOnSite assets, including premises, equipment, funds, physical assets, and even the FirstOnSite name and our employees' work time may not be used for or contributed to any political candidate, political action committee, party or ballot measure without the prior written permission of FirstOnSite' CEO.

FirstOnSite employees may participate in any political activities of their choice on an individual basis, with their own money and on their own time.

### **How must I keep FirstOnSite records?**

Accurate and reliable records are crucial to our business. Our records are the basis of financial reports and other disclosures and are the source of essential data that guides our business decision-making and strategic planning. FirstOnSite records include sales and booking information, payroll, timecards, employee records, travel and expense reports, e-mails, accounting and financial data, time and materials billing, electronic data files and all other records maintained in the ordinary course of our business.

All FirstOnSite records must be complete, accurate and reliable in all material respects. There is never a valid reason to make false or misleading reports or entries, or to fail to record funds, payments, or receipts. FirstOnSite will not condone or authorize such reports or entries. Please approach your manager or the Ethics Officer with any questions regarding FirstOnSite records.

Records should be kept securely and stored on FirstOnSite' computer systems or at FirstOnSite' facilities. All FirstOnSite' records must be returned to FirstOnSite upon the termination of an employee's employment, howsoever caused, or at any other time as requested by FirstOnSite.

### **How do we ensure accuracy of financial reports and public communications?**

Applicable law and our policies require the prompt disclosure of accurate and complete information regarding FirstOnSite business, financial condition, and results of operations. Inaccurate, incomplete or untimely reporting is not tolerated and can severely damage FirstOnSite and result in legal liability.

Examples of things that should be reported include, without limitation:

- Financial results that seem inconsistent with the performance of underlying business transactions;
- Inaccurate FirstOnSite records, such as overstated expense reports, or erroneous time sheets or invoices;
- Transactions that do not seem to have a proper business purpose;
- Requests to circumvent ordinary review and approval procedures;
- Misuse of FirstOnSite equipment, materials or personal resources.

The FirstOnSite Finance department has responsibility for ensuring FirstOnSite' financial and accounting practices support financial disclosures that are complete, fair, accurate, timely and understandable. Finance employees must understand and comply with generally accepted accounting principles and all standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.

### **How should I manage my relationship with suppliers?**

FirstOnSite deals fairly and honestly with its suppliers. This means that our relationships with suppliers are based on price, quality, service and reputation. Purchase agreements should be documented and clearly identify the services or products to be provided, the basis for earning and timing of payment, and the applicable rate or fee. The amount of payment must be commensurate with the services or products provided. Employees dealing with suppliers should carefully guard their objectivity. Specifically, you should not accept or solicit any personal benefit or benefit for a family member from a supplier or potential supplier that might compromise your objective assessment of the supplier's products, services, and prices. Receiving multiple quotes or bids from different suppliers helps to ensure that FirstOnSite is receiving competitive pricing from our suppliers.

### **How should I manage my relationship with customers?**

Our business success depends upon our ability to foster lasting customer relationships. FirstOnSite is committed to dealing with customers fairly, honestly and with integrity. You should keep the following specific guidelines in mind when dealing with customers:

- Information we supply to customers should be current, accurate and truthful to the best of our knowledge.
- You should not deliberately misrepresent information to customers.
- You should not refuse to service a customer simply because the customer is receiving services from a competitor.
- Customer entertainment should not exceed reasonable and customary business practice.
- You should not provide entertainment or other benefits that could be viewed as an inducement to or a reward for customer purchase decisions.
- Any promises or arrangements regarding discounts, credits, rebates and other price adjustments must be promptly communicated to FirstOnSite sales and finance management personnel and appropriate approvals must be obtained before any such promises or arrangements are provided.

### **How does FirstOnSite manage competition laws and relationships with**

## **competitors?**

Competition laws are designed to protect consumers and competitors against unfair business practices and to promote and preserve competition. FirstOnSite' policy is to compete vigorously and ethically while complying with competition laws in all jurisdictions in which we conduct business.

FirstOnSite is committed to free and open competition in the marketplace. Therefore, you should avoid actions that reasonably could be construed as being anti-competitive, monopolistic or otherwise contrary to laws governing competitive practices in the marketplace, including applicable competition laws. You should not obtain or give competitive information by unethical, unlawful or illegal means. You must refrain from using any confidential information belonging to any former employers, and such information must never be brought to FirstOnSite or provided to other FirstOnSite employees.

You are expected to deal fairly with fellow employees, independent-contractors and with FirstOnSite customers, suppliers, competitors and other third parties. You may not take unfair advantage of anyone through manipulation, abuse of privileged information, misrepresentation or any other unfair practice.

Further, it is improper to make false or deceptive statements concerning a competitor company. If you are in a position to speak on behalf of FirstOnSite, you must ensure that your statements are based upon current, accurate data, and should refrain from commenting on another company's business reputation or financial or legal situation.

## **What is our business conduct relative to environmental, health and safety?**

FirstOnSite is committed to providing a safe and healthy working environment for employees and to avoiding adverse impact and injury to the environment and the communities in which we do business. If you have a concern about unsafe conditions or tasks that present a risk of injury to you or anyone else, please report these concerns immediately to your manager or the Ethics Officer.

You must comply with all applicable environmental, health, and safety laws, regulations and FirstOnSite standards. Failure to comply with local, provincial, and federal laws and regulations can result in civil and criminal liability against you and FirstOnSite, as well as you may be subject to corrective action by FirstOnSite, up to and including immediate termination of employment for cause.

You have a responsibility to promptly report any known or suspected violations of environmental laws or any events that may result in a discharge or emission of hazardous materials. You must contact your manager if you have any questions about the laws, regulations and policies that apply to you and those whom you may manage.

You should strive to conserve resources and reduce waste and emissions through recycling and other energy conservation measures.

## **Are there any other laws and regulations with which we must comply?**

Obeying the law, both in letter and in spirit, is the foundation on which FirstOnSite' ethical standards are based. You have an obligation to comply with federal and provincial law as well as the laws of the local jurisdictions in which FirstOnSite operates or conducts work. It is impossible to outline all the laws and regulations in this code.

FirstOnSite will not tolerate any activity that violates any laws, rules or regulations applicable to FirstOnSite or its employees or representatives and independent-contractors. This includes, but is not limited to, laws covering bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, offering or receiving gratuities, environmental hazards, employment discrimination or harassment, violence, health and safety, false or misleading financial information or misuse of corporate assets. You are expected to know, understand and comply with all laws, rules and regulations that apply



to your position. If any doubt exists about whether a course of action is lawful, you should seek advice immediately from your manager or the Ethics Officer.

### **How will FirstOnSite enforce the Code?**

Employees who violate the Code will be subject to appropriate corrective action, which may include internal disciplinary action or termination of employment for cause. This determination will be based upon the facts and circumstances of each particular situation.

FirstOnSite expects all employees to cooperate in any internal investigation. Employees who violate the law or this code may expose themselves to substantial civil damages, criminal fines and prison terms. FirstOnSite may also face substantial fines and penalties and may incur damage to its reputation and standing in the community.

### **Summary Notes**

The Code of Ethics and Business Conduct contains general guidelines for conducting FirstOnSite business consistent with sound business ethics. If you have any questions about these guidelines, or how this code should be followed in a particular case, please contact your manager or the Ethics Officer.

As an FirstOnSite employee you are expected, regardless of your level or location, to adhere to these standards. You are individually and separately responsible for your actions and omissions. Conduct that violates the law or this code cannot be justified by claiming that it was ordered by a manager or someone in a senior leadership position. If you are asked to engage in suspect conduct by someone in a leadership position, it is your duty and responsibility to contact senior management or the Ethics Officer. If you engage in conduct prohibited by the law or this code, you will be deemed to have acted outside the scope of your employment. Such conduct may subject you to corrective action, including possible termination of employment for cause and/or criminal prosecution.

### **Ethics Officer Contact Information**

If you have any questions about this Code or if you would like to make a report, you may do so by contacting your manager or the Ethics Officer. If requested, your question or concern will be kept confidential to the fullest extent possible.

### **FirstOnSite Ethics Officer**

Contact Al Sutherland, Chief Administrative Officer  
Email: [asutherland@firstonsite.ca](mailto:asutherland@firstonsite.ca)  
Telephone: 630-247-0281

## **Shortage of Work**

In the event that an employee reports for work and has not been notified by FirstOnSite of a shift cancellation, the employee will receive pay as outlined in the provincial Employment Standards legislation. FirstOnSite may also decide to temporarily assign the employee another duty at the employee's regular rate of pay instead of sending the employee home.

## **Resignation/Termination**

When an employee intends to end their employment with FirstOnSite and has successfully completed their probationary period, the employee should give FirstOnSite, at least two (2) weeks' written notice or whatever time period is stipulated in their employment agreement.

Any employee whose employment is terminated must return all files, records, keys and any other materials that are property of FirstOnSite. Should these items not be returned, the cost will be deducted from the final paycheck, as well as any outstanding financial obligations.

## **Bridging of Service**

Usually, your service date is customarily your date of hire. At FirstOnSite, your service date determines your benefit eligibility and vacation entitlement. If you are rehired by FirstOnSite following a break in service, your service date may be adjusted. If your separation is less than six (6) months, your original seniority date will be restored.

## **FirstOnSite-sponsored Training**

FirstOnSite recognizes the value of professional development and personal growth for employees. Employees who choose to take advantage of FirstOnSite -sponsored training may be required to repay to FirstOnSite, part or all of the costs associated with the training if they resign within a certain span of time after the training was delivered. Employees who may be affected by this will be advised prior to them making the decision to accept the training offered.

1. The Employee will reimburse FirstOnSite sixty-five (65)% of the cost of the training expense if the employment relationship ends within six (6) months from the start date of the program.
2. The Employee will reimburse FirstOnSite thirty-five (35)% of the full cost of the training expense if the employment relationship ends between 6 months and 1 day to one (1) year of the start date of the program.

The FirstOnSite -sponsored Training Agreement can be found on Sharepoint.

## **Professional Development Reimbursement**

It is FirstOnSite's policy to encourage and enable staff to develop knowledge, skills and abilities to enhance the employee's capacity and meet the strategic objectives of FirstOnSite.

In order to receive reimbursement of expenses incurred while attending a short-term course, seminar or conference, an employee must seek the appropriate approvals prior to attending. If the employee has been requested by FirstOnSite to attend, FirstOnSite will pay one-hundred percent (100%) of the costs incurred in relation to their attendance and a Professional Development Request need not be completed. If the employee has requested to attend a short-term course, seminar or conference and such attendance has received the appropriate approvals and subject to budgetary considerations, then FirstOnSite will reimburse that employee fifty percent (50%) of the costs incurred upon successful completion (up to a maximum of \$200).

1. In order to qualify for reimbursement, the short-term course, seminar or conference, must serve to assist in the self-development of the employee to broaden their knowledge and enhance

them in the performance of their current position or in preparation of a future role with FirstOnSite.

2. The employee's manager and HR must approve all proposed coursework/programs in advance.
3. A completed Professional Development Request form (found on Sharepoint) with a detailed breakdown of estimated costs (tuitions, registration fee, lab fees and cost of books) and a copy of the course/program description must be submitted to the employee's manager and HR for approval.
4. Upon receipt of the Professional Development form, the Manager will review the request. If approved, the employee will be sent approval notification. If not approved the application will be returned to the employee accompanied by an explanation.
5. Upon completion of the program, the employee must submit through an expense claim, the official receipts showing the expenses incurred and an official transcript of grade standing or certification of completion in order to be reimbursed.
6. In the case of a short-term course, the employee must receive a passing grade as determined by the educational institution in order to receive fifty percent (50%) reimbursement to a maximum of \$200.00 per course (reimbursement.)
7. Tuition, registration fees, lab fees and cost of textbooks applicable to the approved course/program will be reimbursed as above.
8. An employee cannot receive a double payment for the same course/program. If tuition/fees are being paid in any other way; i.e., scholarship or bursary, the employee is not entitled to reimbursement from FirstOnSite.
9. An employee who resigns or is discharged prior to completion of a course/program will not receive reimbursement.

## **Business Travel & Expense Guidelines**

FirstOnSite will reimburse legitimate business-related expenses incurred by its employees. Please see your Manager for details regarding forms and approval or for a copy of the Expense Management Guidelines.

Where an employee is required by FirstOnSite to use their own vehicle for work purposes, the employee shall be reimbursed mileage at FirstOnSite-established mileage rates.

## **Personal & FirstOnSite Equipment**

All FirstOnSite equipment will be treated with respect and used only for its intended purpose.

All employees are required to supply all necessary tools disclosed at the time of hire. Disposable items that deplete on a regular basis will be replaced by FirstOnSite on a regular basis. Certain personal safety equipment will be provided by FirstOnSite.

Employees are to wear appropriate safety equipment while on job sites and working on FirstOnSite premises in compliance with Provincial Health and Safety regulations. Failure to do so may result in corrective action up to and including termination.

## **Security of Property**

Safeguarding FirstOnSite property is the responsibility of all employees. Equipment, material and supplies that are purchased with FirstOnSite funds are the property of FirstOnSite, to be used only in the interest of FirstOnSite and must be protected from theft, misuse, or damage.

Employees are not permitted to take anything from FirstOnSite premises including but not limited to items deemed to be scrap.

Anyone found removing FirstOnSite property without authorization will face immediate termination for

just cause and may face criminal prosecution.

## **Personal Information**

Advise National Payroll immediately of any change in your home address and/or telephone number. This will allow us to promptly contact your family members in the case of an emergency. Please advise us of any changes in your marital status, dependents and/or beneficiary to allow us to adequately maintain your benefit coverage. For direct deposit purposes, any changes in your banking information should also be communicated to National Payroll.

## **Dress Code**

All employees of FirstOnSite are expected to dress in a manner appropriate for their role and act in a way that projects a positive image of FirstOnSite to clients, customers, co-workers and the public.

Appropriate attire and grooming must remain tasteful and business-like. Clothing should not include ripped, torn or frayed items, distasteful or questionable logos, slogans, pictures or political affiliations.

Additionally, field operations employees must use attire appropriate to their work conditions to prevent possible injuries from workplace hazards (i.e., closed-toe shoes, reinforced-toe shoes, no loose clothing, etc.)

## **Uniform Program**

Our Uniform Program provides a professional and collective image while allowing our employees to be easily identifiable to our customers while conducting FirstOnSite business. In order to maintain consistency across the country, FirstOnSite offers a staff apparel program for our customer-facing employees; specifically, for our Crews, our Construction Managers and our Project Managers. Some uniform needs are mandated (for which reimbursement is available); while other items may be optionally purchased at the employee's expense.

Full time Operations staff (Crews), Project Managers and Construction Managers will have unique uniform items for their roles including mandated safety footwear. For information regarding your specific uniform and footwear requirements (including the processing for purchase and reimbursement), please contact your Manager.

## **Advances against Pay and Loans from FirstOnSite**

FirstOnSite does not allow employees to take advances against their pay nor does FirstOnSite grant loans to employees.

## **Smoking in the Workplace**

Smoking (including e-cigarettes) is not permitted in any facility or vehicle owned by FirstOnSite nor on any worksite operated by FirstOnSite. Smoking is only permitted in designated areas located outside of all facilities or worksites. Employees who are found smoking in non-designated areas will be subject to corrective action.

## **Career Opportunities – Promotions and Job Postings**

FirstOnSite helps their employees become the best in the industry and offers opportunities to grow professionally and advance or relocate within FirstOnSite. Consequently, FirstOnSite will post vacant positions on our Career Site linked to the Sharepoint. Qualified candidates will be interviewed and the

best candidates (internal or external) will be offered the role.

## **Hiring Relatives of Staff**

FirstOnSite will not discriminate in its hiring practice on the basis that the person is related to a current employee. However, the following issues must be considered before selecting a candidate who is related to a current employee.

1. Has the candidate been selected in accordance with FirstOnSite hiring process?
2. It is not recommended that an employee be in a direct reporting relationship, either subordinate or supervisory to their relative. If an employee is already in a position where they have a direct reporting relationship to a relative, the next more senior level Manager/Director will be responsible for completing annual performance reviews as well as approving compensation changes/increases.

## **Electronic Communication and IT**

FirstOnSite provides internal electronic mail and Internet electronic mail as an efficient means of business communication. Certain employees may be provided with access to the Internet/Sharepoint/Extranet to assist them in performing their job functions.

While FirstOnSite acknowledges that occasional personal use of email/IM and the Internet may not be inappropriate in moderation, these tools are owned by FirstOnSite and were brought into FirstOnSite to improve customer service and increase productivity. Personal use of email, IM or the Internet should in no way adversely affect work performance or productivity.

The Internet can be a valuable source of information and research. In addition, email and IM can provide excellent means of communicating with other employees, our customers and clients, outside vendors and other businesses. Use of the Internet, however, must be tempered with common sense and good judgement.

### **Non-Compliance Consequences**

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Violation of the provisions of this policy may result in disciplinary action being taken against the user, up to and including dismissal. Some activities (among others) that will result in discipline are pornography, gambling, harassment and any illegal activity.

All users of FirstOnSite's email and IT resources must adhere to the terms of the current "Electronic Communication IT Policy". A copy of this Guideline in its entirety is posted on Sharepoint.

## **Section II: Pay and Performance**

### **Salary Administration**

The purpose of the salary administration program is to maintain levels of compensation that are internally equitable, externally competitive and financial feasible.

1. For salaried employees, pay periods will occur semi-monthly, resulting in twenty-four (24) pay periods annually. For hourly employees, pay periods will occur bi-weekly, resulting in twenty-six (26) pay periods annually. FirstOnSite processes the payroll externally.
2. Paycheques are automatically deposited to each employee's bank account. Each employee is required to provide the coordinates of his/her bank account accompanied by a void cheque to National Payroll.
3. Mandatory deductions for employees of FirstOnSite include Income Tax, CPP and QPP, Long Term Disability (LTD) premiums (if eligible for LTD coverage) and Employment Insurance.

### **Performance Excellence Program (PEP)**

"PEP" is FirstOnSite' performance management program which has been standardized nationally. PEP provides a clear linkage between the corporate strategy and FirstOnSite' values and individual objectives/responsibilities. Through this program, FirstOnSite recognizes achievements and rewards performance in addition to identifying and resolving performance issues. PEP allows FirstOnSite to create an open environment for performance discussion.

Each employee at FirstOnSite will participate in PEP annually, in the first quarter. Although ongoing communication should continue throughout the year, PEP provides the basis for a formal annual dialogue with each employee.

### **Overtime**

All overtime must be approved by your immediate Manager prior to working overtime hours.

Please see your provincial employment legislation for specifics of payment in your jurisdiction.

### **On-call / Call Backs**

A call-back occurs when an employee is required to return to work after the completion of their regular shift on that day, or on a day when they are not scheduled to work. Employees may be assigned on-call duty where they are required to be readily available to respond and return to work in fit condition to execute their duties.

On-call shall, to the greatest extent possible, be shared equally amongst employees qualified to do the work required. Where an employee is called back, they shall be paid a minimum of three (3) hours at their basic rate of pay, or for all hours worked at their basic rate of pay, whichever is greater.

## **Section III: Attendance, Leaves and Vacation**

### **Attendance & Punctuality**

FirstOnSite expects every employee to be punctual in attendance and prepared to work by the start of their shift.

If you are unable to report for work for any reason, notify your Manager by a telephone call before regular start time. You are responsible for directly informing your Manager about your absence.

### **Personal Emergency Leave and Medical Appointments**

It is the employee's responsibility to report for work in proper physical condition in order to perform his/her duties. If a FirstOnSite employee is sick or unable to report to work in proper physical condition, the employee is entitled to personal emergency leave. Emergency leave may be taken as a result of:

1. A personal illness, injury or medical emergency.
2. An illness, injury, medical emergency or an urgent matter than concerns an immediate family member. For the purpose of determining eligibility for emergency leave, an immediate family member includes: spouse, partner, son, daughter, mother, father, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents and grandchildren.

The employee must report the personal emergency leave to his/her Manager immediately, or on the first day when unable to report to work. It is the employee's responsibility to keep his/her Manager advised each day of absence. Eligibility for emergency leave will require the employee to communicate daily with his/her Manager unless otherwise agreed.

A verification of illness or injury signed by a qualified doctor may be required for absences.

All medical appointments, where and when possible, are to be scheduled before or after regular business hours.

### **Compassionate Care Leave**

Employees of FirstOnSite are entitled to a leave of absence without pay, to provide care or support to a family member who has a terminal illness as per the provincial employment legislation. Please see your immediate Manager if you are affected by this.

### **Bereavement Leave**

Bereavement Leave will be granted to permanent & full-time employees who have completed their probationary period without loss of regular earnings for three (3) to five (5) consecutive days.

If an employee requires more time, this may be discussed with your immediate Manager. Any additional bereavement time granted will be without pay.

For the purpose of determining eligibility for bereavement leave:

Immediate Family Member: spouse, partner, son, daughter, or next of kin = **5 days'** bereavement leave.



Mother, father, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in law, grandparents, spouse's grandparents and grandchildren = **3 days'** bereavement leave.

An employee may request available vacation entitlement in addition to bereavement. These requests will not be unreasonably denied.

## **Unpaid Leaves of Absence**

An unpaid leave of absence may be granted, in special circumstances, at the discretion of Management.

An unpaid leave of absence (ULOA) is a period during which an employee is away from work and receives no compensation, but continues to maintain an employment relationship with FirstOnSite. There is a definite understanding that the employee will return to work after completing the ULOA and that the employee will not be otherwise employed while on leave, without FirstOnSite' knowledge. Depending on the length of the leave and the justification, benefit coverage may be continued as per the established cost-sharing arrangement.

1. Requests for leaves of absence will be considered on an individual basis and dependent on operational need.
2. Leaves of absence will not be granted in circumstances where the employee can utilize vacation entitlement.
3. Unpaid leaves of three (3) months or longer are not included in determining the period of continuous employment for vacation entitlement.
4. Vacation time does not accrue during an approved ULOA of over three (3) months' duration.

## **Pregnancy Leave**

Pregnancy Leave provisions may differ from one provincial jurisdiction to another; therefore, please refer to your Provincial regulations or consult with Human Resources. Written notice must be submitted to the Manager two (2) weeks prior to commencing a pregnancy leave.

Any benefit coverage the employee may have with FirstOnSite will continue throughout the pregnancy leave. While on pregnancy leave, the employee will remain responsible for any employee portion of benefit cost. Prior to the pregnancy leave, the employee will provide post-dated cheques for their portion of the premium.

Any employee on pregnancy leave wishing to return to work prior to the end of the pregnancy leave period may do so upon giving FirstOnSite two (2) weeks' written notice of her intended return date. Pregnancy leaves cannot be divided and must be taken in full once commenced. If an employee decides to return to work early they will lose any time remaining on the leave.

An employee on a pregnancy leave has the right to reinstatement. The employee is entitled to the same job they held prior to the start of the leave or a comparable job if the employee's previous job no longer exists. In either case the employee's wage must be equal or greater than that received prior to the leave.

Any employee wishing to terminate her employment while on pregnancy leave must give two (2) weeks' written notice to FirstOnSite.

Vacation entitlement and vacation pay will accrue while the employee is on pregnancy leave.

## **Parental /Adoption Leave**

Employees of FirstOnSite are eligible for an unpaid parental leave. The length of parental leave varies by province but typically ranges from 35 to 37 weeks in length. Parental/Adoption Leave provisions may differ from one Provincial jurisdiction to another; therefore, please refer to your Provincial regulations or consult with Human Resources.

A birth mother who plans on taking parental leave must do so as soon as her pregnancy leave ends. The combined duration of these two leaves shall total no more than seventy-eight (78) weeks. All other employees must begin their parental leave no later than 52 weeks after the birth of the child or from the date a parent first gains care, custody and control of the child. An employee must give a minimum of two (2) weeks' written notice prior to beginning a parental leave. Employees who choose to take both pregnancy and parental leave can give notice of both leaves at the same time.

Any benefit coverage the employee may have with FirstOnSite will continue throughout the parental leave. The employee will remain responsible for any employee portion of benefit cost. Prior to the parental leave, the employee will provide post-dated cheques for their portion of the premiums.

Any employee on parental leave wishing to return to work prior to the end of the leave period may do so upon giving FirstOnSite two (2) weeks' written notice of their intended return date. Parental leaves cannot be divided and must be taken in full once started. If an employee decides to return to work early they will lose any time remaining on the leave.

An employee on a parental leave has the right to reinstatement. The employee is entitled to the same job they held prior to the start of the leave or a comparable job if the employee's previous job no longer exists. In either case the employee's wage must be equal or greater than that received prior to the leave.

Any employee wishing to terminate their employment while on parental leave must give two (2) weeks' written notice to FirstOnSite.

## **Jury Duty/Court Appearance**

FirstOnSite will grant a leave of absence with regular pay for up to two (2) weeks to an employee who is called to jury duty or a court appearance; not occasioned by the employee's private affairs. A leave of absence without pay will be granted for any jury related court proceedings that exceed two (2) weeks in length.

Human Resources will require a copy of the Court's requirement for attendance.

## **Religious Accommodation**

FirstOnSite is proud to have a diverse workforce, and is committed to providing accommodation to facilitate the practices of religious observance, including, but not limited to religious holidays which extend beyond the statutory holidays recognized by FirstOnSite.

FirstOnSite will attempt to accommodate an employee's request for religious accommodation and agrees that any such request will not unreasonably be denied. Any approved time off granted for religious accommodation will be without pay.

## **Vacation Entitlement**

FirstOnSite believes that vacation time spent away from one's job is both necessary and desirable for physical and mental health.

FirstOnSite will provide its regular employees with paid vacations as determined by length of continuous employment. The vacation year shall be the calendar year, January 1 to December 31, and shall be calculated as follows:

<u>YEARS OF SERVICE AS AT DECEMBER 31</u>	<u>VACATION EARNED EACH CALENDAR YEAR</u>	
Less than 1 year	6.67 hours/month	4%
1 year but less than 5 years	2 weeks	4%
5 years but less than 15 years	3 weeks	6%
15 years but less than 25 years	4 weeks	8%
25 years or more	5 weeks	10%

### **Vacation Pay on Overtime and Bonuses**

In addition to each employee's vacation entitlement as referenced above, as per Provincial legislation in some provinces, vacation pay based on overtime hours and bonus dollars only will be paid out as they occur. Please see your Province's established guidelines on vacation pay on earnings to determine if this pertains to you in your Provincial jurisdiction.

### **Accommodation of Vacation Requests**

When two or more vacation requests for the same period are received on the same day, length of service will be the deciding factor. Your Manager will make the decision on whether to approve any vacation requests that are received. The Regional Senior Director will rule on any grievances regarding this matter.

Vacations will be accommodated using the following guidelines.

- In most Provincial jurisdictions, employees must take a minimum of two (2) full weeks' vacation in the vacation year. Employees will be scheduled vacation time by management if the minimum time is not taken.
- The employee should seek approval for the vacation request prior to scheduling any plans for the dates requested. Failing to do so will not result in a change of decision on the vacation request. FirstOnSite will not be responsible for any travel arrangements made prior to receiving approval.
- Employees cross trained to fill in for vacations will not have their vacation requests approved if the requested dates are the same as the employee they are to cover for during a vacation period and vice-versa.
- A limited number of vacation requests will be approved per department for any given week. Departments must maintain a certain level of coverage to be able to satisfy business requirements. The number of vacation requests that are permitted will depend on the size of the department and the number of cross-trained employees available to fill in for employees on vacation. This number will fluctuate with FirstOnSite' staffing levels and will be communicated to employees regularly.
- If vacation time is taken prior to the entitlement being earned, it is removed from the final paycheque should employment end.
- Employees may request one week of vacation time to be carried over to the following year; if they have taken the statutory requirement. Senior regional management must approve any such requests and any approved time carried over must be used within the first three months of the year.
- Vacation entitlement not taken in the calendar year and not allocated for carry-over to the following year, will be forfeited.

## **Statutory Holidays**

Statutory holidays will be paid to employees of FirstOnSite if the employee has worked the full regularly scheduled day immediately preceding and following the holiday, unless prior authorization by his/her Manager is given to an employee to be absent such stated shifts.

An employee who is absent the day before or the day after a statutory holiday may be required to submit a Doctor's Certificate upon their return to work in order to be eligible for the statutory holiday pay.

When a statutory holiday falls during an employee's vacation, a vacation day in lieu will be granted.

FirstOnSite employees will be granted statutory holidays in adherence to their provincial legislation.

Please see Sharepoint for a calendar of Statutory Holidays in the current year.

## **Section IV: Health and Safety**

It is the belief of FirstOnSite that the personal health and safety of each employee is of primary importance. A major ongoing objective is to protect employees from workplace injury or occupational illness. All levels of management will make every effort to provide a safe work environment. All employees must be dedicated to the objective of reducing the risk of injury and illness, as our ultimate goal is zero incidents and injuries.

As an employer, FirstOnSite is ultimately responsible for employee health and safety. As management and board members, we are committed to taking every reasonable precaution to protect employees from harm. Legislative requirements will serve as minimum acceptable standards for FirstOnSite.

To support this commitment, both management and employees share a joint responsibility to implement and maintain our own internal responsibility system directed at reducing and preventing incidents, injuries and accidents resulting in occupational injuries, diseases and illnesses.

All managers, supervisor, project managers, project coordinators and crew leaders are responsible and accountable for the health and safety of employees under their supervision. They are also responsible to ensure that FirstOnSite -supplied machinery and equipment are safe and that workers/employees follow established safe work practices and procedures. It is our objective that employees receive adequate training in their specific work tasks to protect their health and safety.

Every employee is responsible and accountable to protect their own health and safety by following all training provided, any applicable Provincial legislation, in addition to all FirstOnSite policies and procedures. All hazards need to be immediately reported to your direct supervisor so they can be corrected. Safety representatives and safety committee members share a responsibility to report any safety defects or unsafe conditions/actions they see for corrective action.

All workplace parties are expected to consider health and safety in every activity. Safety is to be considered on every job and while completing every task.

Dave Demos  
CEO

## **Section V: Policy and Procedure**

### **Employee Attitude and Conduct**

FirstOnSite focuses on providing a positive work environment in which all employees can contribute to a productive and professional atmosphere.

All employees of FirstOnSite are expected to conduct themselves in a friendly, courteous and professional manner and shall use the following standards to guide their conduct. This list includes examples of appropriate behavior but is in no way considered an exhaustive list.

1. Observe the FirstOnSite Code of Ethics and Business Conduct at all times.
2. Treat all fellow workers in a fair and respectful way.
3. Courtesy is expected from all employees in dealing with customers, visitors, suppliers and fellow employees. No employee should act in any way which could diminish the reputation of FirstOnSite.
4. Make FirstOnSite the priority employer if or when working a second job.
5. Shouting, loud talk, gossiping, obscene language or any other behavior disturbing or offensive to our customers, visitors, suppliers or employees is not permitted by FirstOnSite.
6. Exhibit a positive and helpful attitude; be honest, trustworthy, reliable, dependable and punctual in all workplace activities.
7. Work with safety in mind. Respect yourself and others by wearing all protective equipment that is required and by following safety policies, procedures and legislation.
8. Respect and comply with all FirstOnSite policies, procedures and guidelines.
9. Follow the direction of Management.

Conduct contrary to these standards may be dealt with by corrective action up to and including termination.

### **Standard of Conduct and Corrective Action**

Rules of conduct are necessary to maintain an orderly and safe working environment. The following acts or practices are expressly prohibited and offending employees will be subject to corrective action up to and including termination.

1. Excessive absenteeism. This does not include time missed that was pre-approved by your Manager or time used that has been classified as emergency leave, an approved leave of absence, or pre-approved vacation leave.
2. Repeated late arrivals to work or site. Employees will be considered late if they arrive one minute after their scheduled start time.
3. Repeated unapproved early departure from work. This does not include situations when employees have been asked to leave early due to lack of work.

4. Failing to provide your Manager with forty-eight (48) hours' notice of intention to leave early. This does not include time classified as emergency leave.
5. Failing to call in absent by the start of your scheduled work shift.
6. Failing to call in late within fifteen (15) minutes after the start of your scheduled shift.
7. No Call and/or No Show for scheduled shifts. It is considered a No Call and/or No Show if you fail to call in an absence or fail to show up for a scheduled shift.
8. Any combination of lateness, absenteeism, no shows or leaves that result in overall poor attendance.
9. Contributing to or creating an unsanitary environment.
10. Failure to follow safety rules, policies or procedures.
11. Failing to report any injury or safety violation to Management in a timely manner.
12. Failing to comply with modified duties and/or a return to work program.
13. Failure to report damage to machines, equipment, facility or other FirstOnSite property to Management.
14. Failure to wear Personal Protective Equipment or to use a required safety device.
15. Any act of insubordination or refusal to comply with direct orders or instructions from a Manager.
16. Violation of FirstOnSite policies, procedures and/or workplace specific legislation.
17. Discourteous treatment of other employees or guests of FirstOnSite including but not limited to harassment, coercing, threatening, intimidating others, use of abusive, obscene or indecent language or behavior or any act contrary to "Employee Attitude and Conduct".
18. The unauthorized extension of or abuse of breaks and lunch periods, sleeping on the job or any other abuse of FirstOnSite time.
19. Inviting family or friends to the worksite without prior approval from Management.
20. Not meeting FirstOnSite standards or requirements with respect to quality of work, quantity of work, efficiency of work performed and ability to perform tasks assigned.
21. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable time period.
22. Falsification of FirstOnSite records including overstating hours, kilometers, expense forms or giving false information, which includes but is not limited to the employment application and personal information used for payroll purposes.
23. Unauthorized use of FirstOnSite property.
24. Unauthorized taking of pictures or videos of facilities owned by FirstOnSite, of any materials or work centres located in FirstOnSite facilities, or of any worksites.
25. Any unauthorized leave of absence or exceeding the approved time an employee was given for

a vacation leave or any other leave of absence.

26. Rowdiness, fighting, horseplay or other disorderly and unsafe conduct.

27. Reporting to work under the influence of alcohol or other intoxicant.

28. Smoking in designated non-smoking areas.

## **Anti-Harassment Policy**

FirstOnSite strictly prohibits all forms of harassment that may include but are not limited to gender, sexual orientation, colour, religion, race, ethnic origin, age and disability. This anti-harassment policy covers all employees, customers and guests of FirstOnSite and is intended to promote a working environment that respects all individuals equally and fairly.

Harassment is a form of discrimination that can be verbal, physical, or by innuendo. It can result in an individual feeling offended, degraded, threatened or humiliated.

Examples of harassment include:

- Written or graphic material of a degrading nature that is displayed or circulated on FirstOnSite property, in its facilities, or at any of its worksites.
- Negative stereotypes, slurs, threatening, intimidating, or hostile acts towards any individual or group of individuals that are related to gender, sexual orientation, colour, religion, race, ethnic origin, age and disability.
- Unwelcome and repeated flirtations, requests for dates and solicitation or coercion of sexual activity.
- Sexually explicit photographs, cartoons or graffiti.
- Inappropriate touching and obscene gestures.
- Graphic or suggestive comments or gossip regarding an individual's body, manner of dress, sexual orientation or sexual conduct.
- Sexual assault that is punishable by the Criminal Code of Canada.
- Unwelcome sexual advances with the promise of promotion, advancement or preferential treatment.
- Retaliation against an individual for refusing to go on a date or refusing any sexual advances.
- Retaliation against an individual that has complained about harassment or that has participated in a harassment investigation.

It is difficult to define harassment. Individuals have different tolerances for what they deem to be acceptable. If an individual says that an action is offensive, consider that a warning of harassment and immediately stop the action. Failing to do so will result in corrective action up to and including termination and may include criminal charges being brought against the accused.

## **Reporting Harassment**

If you believe you or another individual is the victim of harassment the following should be done.

- Immediately make your disapproval known to the person responsible for the harassment. To avoid any misunderstanding, you should clearly state that you perceive the individual's behaviour against you as harassment.
- Immediately report the incident to your Manager. The Manager will be responsible for keeping proper written records of the events that occurred. The Manager will consult with Human Resources and an investigation into the incident will occur.
- If there is a further incident, immediately contact your Manager and provide a written record of



the incident. In your statement, include the nature of the behaviour, dates, times, witnesses (if any) and the action taken by you to express your disapproval. Your Manager along with Human Resources will then investigate the incident.

The accused person will be given the opportunity to explain their actions and will be asked to write down a statement that includes dates, times, witnesses (if any) and a list of the events that occurred.

Your Manager in conjunction with Human Resources will investigate the alleged harassment. This will require interviewing the complainant, the accused person, and any witnesses. A decision will be made and both parties will be advised.

### **Confidentiality Regarding Harassment**

All complaints of harassment will be kept confidential to the fullest extent possible. Senior Management reserves the right to be kept informed of any and all proceedings regarding harassment.

### **Corrective Action Regarding Harassment**

Harassment by an employee is a serious offense. If an individual is found to have harassed another person, they will be subject to immediate corrective action. This may include termination and/or criminal charges.

Falsely accusing an individual of harassment is a serious offence and is also subject to similar corrective action.

A Manager, who fails to take appropriate corrective action when made aware of any harassment issue, will themselves be subject to corrective action.

## **Section VI: Guidelines of Corrective Action for Performance Improvement**

### **Corrective Action**

Corrective action for performance improvement is intended to be constructive in nature and is intended to correct unacceptable conduct or work habits. The employee's direct Manager will administer any corrective action. Assistance from Human Resources should be sought if employee or Manager is unclear with any aspect of Corrective Action.

### **Corrective Action Procedure**

Under normal circumstances, corrective action will be in the form of verbal warnings, followed by written warnings, final written warnings and termination of employment for just cause. The form of corrective action administered to the employee will depend on the severity of the issue that must be corrected. If the problem is serious enough it may lead directly to a written warning, suspension or in certain cases immediate termination for just cause. In all cases, the employee will be given an opportunity to discuss the corrective action with their Manager.

Successive steps of the corrective action process will be used even if the offenses are different in nature. For instance, an employee may receive a verbal warning for absenteeism and a written warning for subsequent tardiness.

Initial stages of corrective action will be conducted by the employee's direct Manager. Elevated levels of corrective action will be conducted by the Manager or a Senior Regional Director and will be guided by Human Resources. A record of corrective action shall include:

- The type of infraction listing any FirstOnSite policies, procedures or workplace legislation that was violated.
- Details of the infraction including the time and date of the infraction and details of what occurred.
- The type of corrective action that is being administered i.e., verbal, written, suspension or termination.
- Details on correcting the issue.
- Time frame for correction.
- Further action/consequences to be administered if the issue is not corrected.

#### **1. Verbal Warnings**

Verbal warnings should be administered to outline the seriousness of the issue that is being corrected. If the first verbal warning does not rectify the problem, a second verbal warning or possible written warning or suspension or termination will be administered.

Incidents resulting in a verbal warning should be documented with a verbal warning letter and acknowledged through signature by the employee. The employee shall receive a copy of the letter and an additional copy will be placed in the employee's file. An employee's signature does not indicate that the employee agrees with the contents of the warning but rather an acknowledgment of its contents and the discussion with the Manager.

#### **2. Written Warnings**

Written warnings should be administered to outline the seriousness of the issue being corrected. A written warning may be given for a first offense if the employee's misconduct is serious enough to

warrant it. It shall outline the next step in Corrective Action that will be administered if the problem is not corrected. If the written warning does not rectify the problem, a final written warning will be administered or possible termination of employment.

Incidents resulting in a written warning should be documented in a written warning letter and acknowledged through signature by the employee. The employee shall receive a copy of the warning and an additional copy will be placed in the employee's file. An employee's signature does not indicate that the employee agrees with the contents of the warning but rather an acknowledgment of its contents and the discussion with the Manager.

### **3. Final Written Warning**

Failing to correct unacceptable conduct or work habits after receiving a written warning will result in a final written warning. A final written warning may be given for a first offense if the employee's misconduct is serious enough to warrant it. It shall outline the next step in Corrective Action that will be administered if the problem is not corrected. If the final written warning does not rectify the problem, employment may be terminated.

Incidents resulting in a final written warning should be documented in a final written warning letter and acknowledged through signature by the employee. The employee shall receive a copy of the warning and an additional copy will be placed in the employee's file. An employee's signature does not indicate that the employee agrees with the contents of the warning but rather an acknowledgment of its contents and the discussion with the Manager.

Repeated offences do not need to be similar in nature and may result in an additional suspension or termination with cause.

### **4. Termination of Employment**

An employee may have their employment with FirstOnSite terminated with cause if they fail to respond to prior corrective measures or if the offence committed is serious enough to warrant immediate termination. Incidents that constitute grounds for immediate termination for cause are listed below and are intended as a guide for employees to follow rather than an exhaustive list. Please note that an employee who is terminated for just cause is not entitled to common law or statutory notice of termination, or pay in lieu of notice or severance pay. All potential terminations should be discussed with Human Resources prior to being levied.

## **Causes for Immediate Termination for Just Cause**

1. Accepting employment with a company deemed to be a competitor of FirstOnSite while being employed with FirstOnSite.
2. Taking a leave of absence to accept employment with another organization.
3. Serious misconduct or violation of FirstOnSite policies including but not limited to safety violations, insubordination and theft.
4. Harassing another employee or guest of FirstOnSite.
5. Consuming, selling or possessing alcohol or any unauthorized substance while at work or on FirstOnSite property. This does not include FirstOnSite -sponsored events.
6. Using, lending, borrowing or removing any FirstOnSite property or possession without prior approval from Management. Theft of or willful damage of any FirstOnSite property or possessions or property or possessions of any other employee.

7. Fighting with, striking or attempting to strike another individual while at work or on FirstOnSite property.
8. Conducting any acts punishable by the Criminal Code while on FirstOnSite time or property.

*\*This list includes examples of Causes for Immediate Termination for Just Cause but is in no way considered an exhaustive list\**

## ACKNOWLEDGEMENT

I acknowledge that I have in my possession a copy of FirstOnSite' Employee Policy Manual, and that I have read and fully understand the policies and practices contained therein.

I understand that FirstOnSite may change, rescind or add to any policies, benefits or practices described from time to time in its sole discretion without prior notice to me provided that FirstOnSite advises me within a reasonable period of time.

Further, I will abide by FirstOnSite' policies and practices and I understand that such compliance is a condition of employment. I also understand that non-adherence to FirstOnSite' policies and practices or other rules will result in discipline up to and including possible termination for cause.

I agree not to reproduce this manual in any form without the permission of FirstOnSite.

DATE:	
EMPLOYEE NAME:	
EMPLOYEE SIGNATURE:	

DATE:	
MANAGER NAME:	
MANAGER SIGNATURE:	