

# **BBP SALES, LLC. EMPLOYEE HANDBOOK**

# **EMPLOYEE HANDBOOK**

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## **PURPOSE OF THE HANDBOOK**

The purpose of this Handbook is for the Company to communicate certain personnel policies, employee benefits and work standards to all employees.

Employees are to read this Handbook thoroughly and retain it for future use. If employees have any questions concerning the policies or statements contained in this Handbook, these should be directed to a supervisor or HR Solutions (see below). This Handbook replaces all other previous Handbooks.

## **HR SOLUTIONS**

The Company has contracted with an outside party, HR Solutions, for providing payroll, benefits and human resource administration. HR Solutions is referenced throughout this Handbook. Should employees have any questions regarding pay, benefits or Company policies and procedures that cannot be addressed by a supervisor, please call HR Solutions toll free at 1-888-457-5454.

## **EMPLOYMENT AT WILL**

Employment with the Company is a voluntary one and is subject to termination by an employee or the Company at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of any employee's employment.

The Company's employment guidelines are intended only as an explanation of its employment practices, policies, benefits, and a general guide to working for the Company. They do not represent contractual terms of employment. Despite anything the employee may read into any of the Company's materials, employment with the Company is strictly at-will.

Management is entitled to modify, revoke, or replace any policies and procedures at any time. None of the Company's policies are meant to serve as an employment contract. However, please note this policy is in no way intended to alter employees' rights to obtain a change of at-will status via acting collectively.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Company is committed to providing employees a workplace free of harassment and discrimination. It is our policy to comply with all applicable federal, state and local equal employment opportunity laws. The Company does not discriminate against an applicant for employment or their employees on the basis of race, color, religion, sex, national origin, age, genetic information, disability or handicap, veteran status, union affiliation or any other basis prohibited by federal, state or local law or ordinance.

## **PAY PRACTICES & WORK HOURS INFORMATION**

**General** - The Company has a semi-monthly payroll schedule with payday falling on the 15<sup>th</sup> of the month and the end of the month. Funds set up for direct deposit will be available by 5pm on the designated payday.

**Hours of Work** - The workweek will consist of five eight-hour days, Monday through Friday. A standard day will have an unpaid lunch break. Brief rest or coffee breaks will be compensated. The schedule of hours for employees will be determined by each department head. The department head will inform employees of their daily schedule of hours including meal periods, rest, and coffee breaks.

**Tax Withholdings** - Deductions for Social Security, Federal and State taxes are withheld from checks as elected by an employee and/or as required by law. Employees who need/want to change Federal or State tax withholding deductions must complete a new deduction form. Employees should contact HR Solutions toll free at 1-888-457-5454 to obtain a new form and make sure changes are received in advance.

**Garnishments** - When wages are subject to withholding by a court order, for the purposes of child support, IRS tax levies, etc., the Company is legally bound to withhold the amount indicated in the garnishment order from an employee's pay check. Federal and state guidelines protect a certain amount of an employee's income from being subject to withholding for child support. The Company will also deduct any fee legally allowable from a check for processing of garnishments.

If employment is terminated, for any reason, it is our legal obligation to notify the person, court, or agency to which withheld amounts are being paid that an individual is no longer an employee. In addition, a terminated individual's last known address and, if known, the name of his/her new employer, will be provided to the appropriate agency or individual. An employee's employment status with the Company will not be affected by the fact that a garnishment exists against his/her wages.

**Attendance and Punctuality** - It is the policy of BBP Sales, LLC. to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and customer service and will not be tolerated.

**Payroll Deductions** - In addition to tax and garnishment withholdings, the Company will or may (if applicable) make payroll deductions for the following: past due taxes, employee's portion of group insurance premiums, employee's portion of group insurance premiums for coverage on eligible dependents, uniforms, and any other monies owed to the Company.

If an employee has any incorrect payroll deductions or deductions for benefits which they have elected which are not being taken out of his/her check, we will deduct the balance of what is owed on the next check the employee receives in accordance with state and federal law.

**Incorrect Checks** - It is each employee's responsibility to make sure his/her check, including all deductions and withholdings are correct. In the event that an employee's check is too low, every effort will be made to get that employee a check for the difference immediately. This timeline might be affected by banking rules and regulations. If an employee's check is too high (e.g. the employee is paid too much) the amount will be deducted from the employee's next regularly scheduled check in accordance with state and federal law.

**Replacement Check Request** – Replacement checks will only be issued under valid circumstances. Employees needing a replacement check should contact their supervisor and HR Solutions. In many cases the replacement check will be deducted the amount necessary to stop payment on the original check. The Company reserves the right to pursue legal action against an employee for cashing an original check for which a replacement check has been issued.

**Final Paycheck** - Employees will receive final pay in accordance with applicable state and federal laws. The Company will determine if there is any outstanding debt owed to the Company and whether the employee has any Company owned property in his/her possession. If an employee does owe the Company any monies then all of those monies may be withheld from his/her final paycheck in accordance with state and federal laws.

**Mailing Address** - The Company uses the address provided in order to issue pay and other important information. Employees must notify a supervisor and HR Solutions in writing, of any change of address or telephone number. Address and telephone changes must be accompanied by the employee's signature. A Change of Address Form may be obtained from a supervisor and/or by calling HR Solutions.

**Time Keeping** - All nonexempt, hourly employees are required to complete an individual time record showing the daily hours worked. Time records cover one workweek and must be completed by the close of each workday. The following points should be considered in filling out time records:

- Employees should record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each workday;
- Employees are not permitted to sign in or begin work before their normal starting time or to sign out or stop work after their normal quitting time without the prior approval of their supervisor;
- Employees are required to take scheduled lunch or meal breaks;

- Employee time records should be checked and signed by the supervisor involved. Unworked time for which an employee is entitled to be paid (paid absences, paid holidays, or paid vacation time) should be entered by the supervisor on the time record. Authorized overtime also should be identified by the supervisor;
- Unapproved absences should not be considered as hours worked for pay purposes. Supervisors should inform employees if they will not be paid for certain hours of absence; and
- Filling out another employee's time record or falsifying any time record is prohibited and may be grounds for disciplinary action, up to and including termination.

**Lost Checks** - Employees who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify Management immediately. In the case of a mistake, the error will be remedied promptly. In the case of loss or theft, the organization will attempt to stop payment on the check and reissue a new one to the employee. However, the employee is solely responsible for the monetary loss, and BBP Sales, LLC. will not be responsible for the loss or theft of a check if it cannot stop payment on the check.

**PTO Advances** - Employees who are eligible for vacation may receive an advance on their vacation pay as long as an approved request for it is submitted to the Management/your Supervisor at least one pay period before the beginning of the vacation. Under normal circumstances, no other advances or loans for employees will be made without the prior approval.

**Job Abandonment** - Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily resigned.

## **SALARY ADMINISTRATION**

It is the policy of BBP Sales, LLC. to pay compensation that is nondiscriminatory and competitive. However, all compensation policy decisions must take into consideration BBP Sales, LLC.'s overall financial condition and competitive position.

New employees generally will be hired at the starting rate assigned to similar jobs. Supervisors may recommend higher or lower starting rates depending on an applicant's experience or skill level or other competitive considerations. These recommendations should be reviewed and approved before implementation by the appropriate department head.

Supervisors are responsible for conducting a compensation review in conjunction with a performance review with each employee at least annually. Compensation decisions

generally should be based on performance, length of service, and budget considerations.

## **TRAVEL POLICY**

It is the policy of BBP Sales, LLC. that business travel must be approved in advance and should be engaged in and reimbursed according to the following guidelines.

Supervisors must approve any employee travel in advance. Under normal circumstances, employees should make all travel arrangements for transportation and lodging using the travel agency specified by BBP Sales, LLC.. In addition, all mileage or usage credits awarded by transportation, credit card, and other travel service companies are to be assigned to BBP Sales, LLC.

The Company may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most appropriate form of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments. Also, key employees who are traveling together should try to schedule their transportation and lodging separately to minimize risks from accidents.

Employees should provide their supervisor with a copy of their itinerary before leaving on business travel.

Employee expenses for approved travel will be paid or reimbursed when properly documented by the employee and approved by the supervisor. Examples of expenses normally paid or reimbursed include transportation, meals, lodging, and limited incidental expenses. Employees who know or anticipate that they will have a special request for travel expense reimbursement should ask for approval from their supervisor before incurring the expense. Any travel expenses considered unreasonable under the circumstances will not be paid or reimbursed and are the employee's personal responsibility. In addition, employees will be reimbursed for the travel expenses of their spouses only if management determines that the spouse's presence has a bona fide business purpose.

Employees may obtain a cash advance for approved business travel by submitting a written request to the Accounting Department. Employees whose jobs are designated as requiring extensive travel will be issued Company credit cards for payment of business expenses. Cash advances and Company credit cards are Company property, and their use must be properly documented and approved.

Time spent by nonexempt employees (those covered by the minimum wage and overtime requirements of the Fair Labor Standards Act) in traveling away from home on Company business during normal working hours is considered hours worked for pay purposes.



**Automobile Usage During Travel** - It is not the policy of BBP Sales, LLC. to provide vehicles for business use. It is the policy of BBP Sales, LLC. to allow employees to drive on Company business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

- Employees who receive prior approval from their supervisors may rent a car when traveling out of town on Company business.
- Employees may use their own vehicles for business purposes, but only with the prior approval of their supervisor.
- Employees are responsible for any driving infractions or fines that result from their driving and must report them to their supervisors.
- Employees are not permitted, under any circumstances, to operate a personal vehicle for Company business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.
- Employees driving on Company business may claim reimbursement for parking fees and tolls actually incurred. All requests for reimbursement must be approved by the employee's supervisor.
- Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for the use. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance.
- Employees are expected to cooperate fully with authorities in the event of an accident. However, they should not make any statements other than in reply to questions of investigating officers.

### **Meal Reimbursement**

Employees required to travel on Company business may charge to BBP Sales, LLC., or be reimbursed for, the cost of all meals during their travel. In addition, employees may charge or be reimbursed for meals associated with approved business entertaining or with the approved activities of civic and professional organizations.

Nonexempt employees are eligible for a meal allowance or free on-site food service when a minimum of two hours of unscheduled overtime is worked. Exempt employees may be eligible for a comparable benefit, as determined by management.

Employees eligible for meal reimbursement may either sign for their meals in BBP Sales, LLC. cafeteria or present an expense voucher or charge slip for the covered meal. Meal expenses must be reasonable and should not exceed the guidelines set by Management. The eligible employee's supervisor must approve all meal expense documentation and send it to the Accounting Department for processing and payment.

### **EMPLOYEE CLASSIFICATIONS**

Employees generally may be categorized as follows:

- A full-time employee is an individual who works a normal forty-hour workweek and is hired for an indefinite period. A full-time employee may be classified as either exempt or nonexempt.
- A part-time employee is an individual who works less than a normal workweek and is hired for an indefinite period. A part-time employee may be classified as either exempt or nonexempt.
- A temporary employee generally is an individual who is hired either part-time or full-time for a specified, limited period. A temporary employee may be classified as either exempt or nonexempt.
- A nonexempt employee generally is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA") and is typically paid either on an hourly or salary basis.
- An exempt employee is exempt from the provisions of the FLSA and is not entitled to overtime payments. Exempt employees typically are paid on a salary basis and include administrative, executive, and professional employees, outside sales representatives, and certain highly-skilled computer professionals.

Full-time employees are generally eligible for paid absences, vacations, and holidays. Eligibility of temporary and part-time employees for these benefits also is discussed in those policies.

### **PAID TIME OFF (PTO)**

Taking time away from work to relax and pursue special interests is important. Therefore, BBP/PSI provides the benefit of Paid Time Off ("PTO") to eligible employees.

**Eligibility** - All full-time employees working 30 or more hours per week are eligible for PTO benefits.

**Purpose** – Paid Time Off is for employees to use for vacation, sick time or personal days. This comprehensive program grants time for all of these uses in one bank.

**PTO Banks** - Employees are granted PTO based on length of full-time service with the company. On January 1st each calendar year, the employee PTO bank will be reloaded based upon the employee's corresponding anniversary year according to the chart below:

<b><u>Anniversary</u></b>	<b><u>PTO</u></b>
Upon Completion of 60 days of full-time employment (pro-rated)	Up to 120 hours
January 1 following 1 <sup>st</sup> Anniversary	128 Hhours

January 1 following 2 <sup>nd</sup> Anniversary	136 hours
January 1 following 3 <sup>rd</sup> Anniversary	144 hours
January 1 following 4 <sup>th</sup> Anniversary	152 hours
January 1 following 5 <sup>th</sup> Anniversary	160 hours
January 1 following 6 <sup>th</sup> Anniversary	168 hours
January 1 following 7 <sup>th</sup> Anniversary	176 hours
January 1 following 8 <sup>th</sup> Anniversary	184 hours
January 1 following 9 <sup>th</sup> Anniversary	192 hours
Following 10 <sup>th</sup> Anniversary and beyond	200 hours

**New Hires Prorated PTO Bank** – New hires will earn PTO of the first of the month following 60 days of full-time service. New employees will receive a prorated PTO Bank to use for the remainder of the year. For Example: New Employee Starts in March 1st, (60 days = April 30) PTO would be pro-rated starting May 1st (120 hours / 12 months x (Number of months remaining)). For the purpose of this example the employee would have 70 hours of PTO for the year.

**Requesting Use of PTO** - Employees must request PTO by submitting the written request form to his/her Department Head at least thirty (30) days in advance. Approval of PTO requests is within the sole discretion of the Department Head and/or the facility Administrator and will be granted as the schedule permits. The employee will be notified of approval/disapproval of each request within a reasonable period following the request.

**Carry Over** – The Company provides PTO because it believes all employees should take time off. Therefore, employees are encouraged to use their PTO. Employees may not carry over PTO into the following year.

**Leaves of Absence** - PTO days must be used with all unpaid leaves of absence, including but not limited to, personal leave of absence. PTO cannot be used to extend a leave beyond the applicable time limits.

**OTO (Other Time Off)** – Employees taking off of work for time increments of 3 hours or less are expected to make this time up. If the employee is unable to make up the missed work time, the employee will be required to utilize PTO.

## **HOLIDAYS**

It is the policy of BBP Sales, LLC. to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed. The schedule of holidays BBP Sales, LLC. will observe during each calendar year will be published by Management before the beginning of the year.

Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees are eligible to receive holiday pay only for holidays on

which they normally would be scheduled to work and only for their regularly scheduled number of hours. Temporary employees and employees on leaves of absence or on layoff are not eligible to receive holiday pay.

Employees may take a paid holiday on their birthday. The birthday holiday must be approved in advance and must be taken in the month in which it occurs, but does not have to be taken on the actual birth date. The eligibility requirements for holidays apply to birthdays.

The Company may schedule work on an observed holiday as it considers necessary. Normally, work on an observed holiday will be paid as if the day were a regularly scheduled day. Employees will be given the option of receiving additional pay for the day or a "floating" holiday that may be taken, with the prior approval of their supervisor, at another time during the year.

### **PERFORMANCE APPRAISALS**

It is the policy of BBP Sales, LLC. that the job performance of each employee should be evaluated periodically by the employee's supervisor, usually on an annual basis. In evaluating employees, supervisors should consider factors such as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.

Supervisors should prepare a written appraisal of each employee's job performance. The appraisal should include the supervisor's comments and recommendations, an action plan for both the employee and supervisor, and performance goals for the next evaluation period. Department heads should review each supervisor's written evaluation to help assure that the evaluation function has been properly completed in as fair and objective a manner as possible.

After the written evaluation has been reviewed by the department head, the supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to Human Resources for review and inclusion in the employee's personnel file.

### **WORKPLACE HARASSMENT AND DISCRIMINATION POLICY**

The Company prohibits harassment and discrimination of all employees, vendors, clients or non-employees on the basis of race, color, religion, age, genetic information,

disability, gender, veteran status, union affiliation or national origin. Verbal, written, recorded, electronically transmitted messages or physical conduct that creates an intimidating, hostile, or offensive work environment is the type of conduct that is prohibited by this policy. Examples of actions that may constitute harassment in violation of this policy include epithets, slurs, or negative stereotyping. Written materials in the workplace showing hostility toward an individual because of the individual's race, color, religion, gender, national origin, age, disability, veteran status or union affiliation, are also prohibited.

This policy also prohibits but is not limited to the improper use of communications services and equipment owned, leased or otherwise by the Company. Improper use includes any harassing, offensive, discriminatory, demeaning, insulting, defaming, intimidating, obscene, and/or sexually suggestive written, recorded, or electronically transmitted ("e-mail" & voice mail, text messages, faxes and the like) messages, jokes, stories, or pictures that inappropriately reference race, color, religion, gender, national origin, age, or disability. Company communication services and equipment includes but is not limited to interoffice mail, standard postal mail, electronic mail ("e-mail"), instant messaging, courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, internet connections, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, and bulletin boards.

### **Sexual Harassment Policy**

The Company also prohibits sexual harassment of all employees, vendors, clients or non-employees. Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of harassment or behavior that is or may be considered in violation of this policy are, but not limited to:

- **Verbal (Spoken)**  
*Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, threats, or sexual demands*
- **Non-Verbal**  
*Leering, whistling, obscene gestures*

- **Physical**  
*Intentionally touching or brushing the body, pinching, coerced sexual intercourse, assault*
- **Written**  
*Harassing, demeaning, obscene, or sexually suggestive pictures, jokes, stories, messages*

**Filing a Complaint** - All complaints regarding harassment or discrimination by any manager, fellow employee, vendor, client or non-employee **MUST** be reported immediately or as soon as possible to a supervisor or to HR Solutions at 1-888-457-5454.

It is not necessary for an employee to complain first to an offending supervisor in order to report harassment or discrimination. Each employee has not only a right, but also a duty, to report conduct, which he or she believes, may constitute harassment or discrimination. The Company strictly prohibits and the law protects against any kind of retaliation against any individual who has made a good faith report of conduct which he or she believes may constitute harassment or discrimination or for participating in an investigation in violation of this policy.

**Investigation** - The Company will investigate all allegations of harassment and discrimination and will maintain confidentiality to the extent consistent with a thorough investigation. Any employee that is asked to participate in an investigation for the Company is required to keep all discussions and events of the investigation confidential.

**Discipline** - Any employee at any level found to have engaged in the harassment and/or discrimination of another employee, vendor, client, or non-employee in violation of this policy will be subject to appropriate corrective action, up to and including termination.

## **WORKPLACE VIOLENCE**

The Company is committed to preventing workplace violence and to maintaining a safe work environment. The Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company. Conduct that threatens, intimidates, or coerces an employee, customer or a member of the public will not be tolerated.

### **Reporting Threats and Violence**

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to a supervisor or any other member of management or HR Solutions at 1-888-457-5454. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. For employees who see or hear a commotion or disturbance, they should not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action up to and including termination of employment.

The Company encourages all employees to bring disputes or differences with other employees to the attention of supervisors or HR Solutions before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

## **ACCOMMODATION**

The Company will, in accordance with applicable laws and policies, will accommodate employees who are disabled and/or require a religious accommodation.

Regardless of the need for or an accommodation, all employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

### **Requesting Accommodation**

For employees who believe there is a need for an accommodation on the basis of religion and/or disabled status, please notify a supervisor and/or HR Solutions for a review of the request. HR Solutions can be reached at 1-888-457-5454.

## **FAMILY & MEDICAL LEAVE**

The Company, based on size, is subject to the Family and Medical Leave Act (FMLA). FMLA provides eligible employees with up to 12 workweeks of unpaid leave in a 12 month period (or up to 26 workweeks of unpaid leave in a single 12 month period to provide care to a covered family member who becomes ill or is injured in covered military active duty). FMLA leave may be taken on an intermittent basis or on a reduced time schedule when medically necessary. If intermittent leave is required, this need should be outlined in the certification from the employee's healthcare provider. Regardless, the leave may not exceed a total of more than 12 workweeks in a leave year (except for military caregiver leave). The duration and frequency of leave is determined by an employee or his/her family member's healthcare provider. Employees are required to make reasonable efforts to schedule planned leave for medical treatment so as not to unduly disrupt the Company's operations.

**Qualifying for FMLA Leave** – The Company will provide qualified employees with leave in accordance with the law. To qualify for unpaid leave under the Family Medical Leave Act (FMLA) an employee must meet certain requirements regarding worksite location and length of service with the company.

Leave may be requested for one or more of the following reasons:

- Birth of a child to the employee or to the employee's spouse.
- Placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent who has a serious health condition.
- A serious health condition of the employee.
- To care for a spouse, child, parent, or next of kin who is a covered military service member and who is undergoing medical treatment, recuperation, or therapy or is in outpatient status or is otherwise on the temporary disability retired list for an injury or illness incurred while on covered active duty and that may render the service member unfit to perform the duties of his or her office, grade, rank, or rating.
- To care for a veteran undergoing treatment who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 years preceding the date they undergo medical treatment, recuperation, or therapy, for a serious injury or illness. To be covered, the injury must have been incurred in the line of duty or existed before the beginning of the member's active duty and been aggravated by service in the line of duty and manifested itself before or after the member became a veteran.
- Qualifying exigency arising out of the fact that the employee's spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty, requiring deployment to a foreign country.

Employees who are unsure whether a situation or a covered family member's situation qualifies them for leave should contact a Supervisor or HR Solutions.



**Requesting FMLA Leave** – Employees must provide at least 30 days advance notice or as much notice as possible before FMLA leave is anticipated to begin if the need for the leave is foreseeable. The notice should be provided in writing, if possible, and should include the reason for the leave, the date the leave will begin and the anticipated duration of the leave.

**Benefits during FMLA Leave** – Generally, if available, employees will be required to use an available paid leave (e.g. sick, vacation, PTO) concurrent to their FML. Use of paid time off benefits will not extend the total time available for leave beyond 12 weeks.

For employees participating in group insurance benefits, these benefits may continue during FMLA leave. Employees will be notified if required to make payments for these benefits in order for them to continue during the leave.

**Returning to Work** – If FMLA leave is taken in connection with an employee's own illness or injury, prior to returning to work, the employee must obtain a medical release that he/she is able to safely perform the essential functions of the position with or without accommodation.

## **DRUG, ALCOHOL AND CONTRABAND POLICY**

The Company is committed to maintaining a safe and healthy work environment that is free from the dangers of illegal drug and alcohol use. Because of this commitment and as a condition of employment, all employees are subject to this policy.

The Company may choose to not hire, rehire, or retain any individuals who test positive for any illegal drug or alcohol in their system, or who uses illegal drugs or a controlled drug in any amount, regardless of frequency, without a medically acceptable prescription. Under appropriate circumstances and where permissible, applicants and employees may be required to undergo drug and/or alcohol screening tests for any of the following reasons:

- As a condition of employment
- For continuation of employment
- Routine testing
- Reasonable suspicion
- Random testing (to ensure consistency and continuance of policy or due to reasonable suspicion by the Company or its client)
- As a result of a critical event such as, but not limited to, a work-related accident or unusual behavior

Employees must understand they may be required to submit a sample of their urine and/or other body fluids, tissue, or filaments for chemical analysis. Employees much

further understand that any person refusing to take or failing to pass a drug or alcohol screening test may not be qualified for employment with the Company. A second test to confirm or refute positive results may be required by law.

Employees understand and agree to submit to drug and alcohol testing as part of the terms and conditions of their employment.

### **SAFETY TENETS AND INJURY REPORTING**

It is the policy of BBP Sales, LLC. to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by BBP Sales, LLC. or by federal, state, or local law.

It is in the best interest of the Company and employees to consider health and safety equal to production and quality. Since these factors are managed on a day-to-day basis, the health and safety program will benefit ALL employees by implementing the following principles at each work location. It is the Company's policy to use all available means of communications, training and monitoring techniques to assure that every reasonable precaution is taken to prevent accidents. Even though every precaution is taken, employees may encounter hazards which cannot be avoided. Therefore, employees should at all times follow good common sense safety habits. Employees must always use the safety equipment that is provided for their protection. Unsafe conditions and practices **MUST** be reported to a supervisor or another member of management immediately. **ANY accident or illness on the job regardless of how minor it may seem is to be reported to a supervisor or a member of management immediately. Failure to report an accident or workplace illness may result in corrective action up to and including termination.**

### **MEDICAL EXAMINATIONS**

Employees may be required to have medical examinations during their employment if, in the judgment of the company, such examinations appear warranted for employment-related reasons that are consistent with business necessity, or if an examination is required by applicable law. Any medical examinations conducted pursuant to this policy will be for the sole purpose to ensure that the employee can safely perform his or her job and the medical examinations will be compliant with the Americans with Disabilities Act. The company will maintain employee medical records in a file separate from other personnel records, and access to such medical information will be restricted.

### **EMPLOYEE CONDUCT**

The following is a list of rules governing employee conduct. Actions contrary to these guideline rules may subject employees to corrective action up to and including termination. Note that it is not intended that these rules cover all causes for corrective action, that are intended, however, to cover infractions which are obviously contrary to the vested interests of all concerned. Because it is impossible to list guidelines to cover every situation, the absence of an action from this list will not be the basis for avoiding corrective action when the Company believes it is warranted.

Jobsite, as referenced here, means any site owned by the Company or where the Company sends employees to do work (e.g. Client Company sites).

Employees are subject to corrective actions such as oral reprimands, written reprimands, final warnings, suspensions without pay and terminations. These corrective actions do not necessarily occur in a progressive order but instead infractions or actions warranting discipline are handled on a case-by-case basis. Any one of the following acts is grounds for corrective action up to and including termination:

- No prolonged absences from workstations (i.e. no 10 minute conversations/breaks)
- Supplying false or misleading information when applying for employment or at any time during employment, as well as any other acts of dishonesty
- Unsatisfactory job performance
- Smoking, except in designated areas – (Smoking in automobiles owned, leased or otherwise procured by the Company is also prohibited)
- Absence from work without notice or Supervisor permission unless the cause of absence prevents giving notice
- Acts of “horseplay” on the job site
- Being away from the job without permission
- Gambling on the work site property or bringing illegal gambling paraphernalia onto the work site
- Violation of penal laws (i.e. theft)
- Absenteeism or tardiness
- Sleeping during work periods
- Violation of the Company’s Harassment and/or Discrimination policies
- Violation of Safety Rules and Procedures
- Failure to utilize designated personal protective equipment
- Dishonest acts and/or falsification of records, including giving of false information when hired
- Engaging in a fight on the work site property, or an activity that could provoke fighting
- Use or possession of weapons, ammunition, explosives, intoxicants, illicit drugs or narcotics on work site property
- Reporting to work under the influence of any detectable amount of intoxicants

- Insubordination or refusal to comply with work orders or reasonable requests or instructions
- Conduct that violates common decency or morality
- Using or divulging, without permission, any confidential information acquired through employment with the Company
- Theft or unauthorized removal of work site property
- Neglect of duty
- Misuse or neglect of tools, equipment, machinery, vehicles, and/or property resulting in injury to persons and/or damage to property
- Failure to report accidents, injuries, unsafe acts, near miss incidents or unsafe working conditions immediately to supervisory personnel
- Threat to do or doing bodily harm to persons
- Altering a time card, attendance sheet, or any other record
- Conducting unauthorized meetings of any kind on Company and/or Client time or property or distributing unauthorized solicitations
- Use of any of the Company's communication equipment for non-business purposes, with the exception of occasional personal phone calls for emergency family matters
- Failure to observe Company and/or Client security regulations
- Failure of an employee to accept his or her share of overtime work to meet Company and departmental needs
- Failure to observe "good housekeeping" practices by not keeping the jobsite and Company facilities clear
- Any action whatsoever that tends to destroy good relations between the Company and their employees or between the Company and any of their suppliers or clients
- Violations of any of the rules/policies contained in this Handbook or specific to jobsites

## **DRESS CODE AND PERSONAL APPEARANCE**

It is the policy of BBP Sales, LLC. that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, businesslike image to customers, prospects, and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with BBP Sales, LLC. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

Office workers and any employees in public must comply with the following personal appearance standards:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments. Employees should not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a businesslike appearance.
- Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- Sideburns, moustaches, and beards should be neatly trimmed.
- Tattoos and body piercings (other than earrings) should not be visible.

Employees who do not regularly meet the public should follow basic requirements of safety and comfort, but should still be as neat and businesslike as working conditions permit.

Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms, depending on the nature of their job.

At its discretion, BBP Sales, LLC. may allow employees to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Nonexempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy also will result in disciplinary action.

## **MAINTENANCE OF WORK AREAS**

It is the policy of BBP Sales, LLC. that work areas must be kept clean and orderly at all times. Employees are responsible for maintaining their work areas in a clean and orderly fashion.

To fulfill this responsibility, each employee should, at a minimum, do the following:

- Place coats, boots, umbrellas, and other items of clothing in designated areas so that work stations are not unnecessarily cluttered;
- Consume any food or beverages only in the cafeteria or in employee break areas so that work areas are kept free of food and related litter; and
- Prior to the end of the workday, clean and store all tools and equipment and properly secure any items, papers, or information of value.

Supervisors are responsible for having their employees maintain their work areas according to the requirements of this policy. Each supervisor should:

- Make sure that aisles, floors, and walls are free of debris and other unnecessary items and that all end-of-the-shift tasks have been performed;
- Monitor the facilities and equipment and issue maintenance requests where appropriate;
- Arrange for the removal of any items from the workplace that are not needed for the flow of business or the enhancement of employee comfort;
- Report to the Safety Officer any existing or potential workplace hazards and safety violations; and
- Ensure the proper disposal of all trash, waste, and scrap.

## **SOLICITATION**

During the time you are required to be performing your work tasks (work time), you may not solicit other employees or distribute materials or literature for any purpose. You may not distribute materials or literature in the work areas of the company's premises at any time. Work areas are defined as areas where you or other employees perform their work tasks.

## **PARKING**

It is the policy of BBP Sales, LLC. to provide parking facilities, when practical, for the benefit and convenience of its employees, customers, and visitors. Employees who qualify for parking privileges at BBP Sales, LLC. facilities must obtain a permit from the Security Officer. Employees who do not have the appropriate permit will not be allowed to use BBP Sales, LLC. parking facilities. Employees are expected to observe the parking rules established by the Security Officer. In addition, the parking lot is considered part of BBP Sales, LLC. premises; therefore, all Company policies and rules apply to employees and their vehicles while on the lot.

## **CUSTOMER SERVICE:**

The Company, as part of its commitment to providing customers with excellent products and services and to creating a productive work environment, expects all employees to:

- Deal with customers and suppliers in a professional manner;
- Represent BBP Sales, LLC. in a positive and ethical manner;
- Perform assigned tasks in an efficient manner;
- Be punctual;
- Use appropriate and polite telephone conduct;
- Demonstrate a considerate, friendly, and constructive attitude toward fellow employees; and
- Follow the policies adopted by BBP Sales, LLC.

## **CUSTOMER RELATIONS**

It is the policy of BBP Sales, LLC. to be customer- and service-oriented and to require employees to treat customers in a courteous and respectful manner at all times.

Our customers provide the primary source of BBP Sales, LLC.'s income and each employee's job security. To promote excellent relations with our customers, all employees must represent BBP Sales, LLC. in a positive manner and make customers feel appreciated when dealing with the organization. Employees with customer contact are expected to know BBP Sales, LLC.'s products and services and to learn what customers want and need. These employees should educate customers about the use of the organization's products and services and should seek new ways to serve customers.

Employees are encouraged to report recurring customer-related problems to their supervisor and to make suggestions for changes in Company policies or procedures to solve problems

Employees should be prepared to listen carefully to customer complaints and deal with them in a helpful, professional manner. If a controversy arises, the employee should explain Company policy respectfully and clearly. Customers who become unreasonable, abusive, or harassing should be referred to the employee's supervisor if the employee cannot resolve the problem.

Employees should be polite and thoughtful when using the telephone. A positive telephone contact with a customer can enhance goodwill, while a negative experience can destroy a valuable relationship. The following procedures should be observed whenever possible:

- When answering the telephone, use a pleasant tone of voice, give the name of the department, and identify yourself;
- If the person with whom the caller wishes to speak is on another line, ask if the caller wants to be placed on hold;
- If a caller has been placed on hold, carefully monitor the time and offer to have the call returned if the person called is not available within a reasonable period;
- When a caller leaves a name, number, or message, make sure it is recorded correctly and given promptly to the appropriate individual; and
- All employees should take and place their own telephone calls.

To measure and evaluate customer service, BBP Sales, LLC. may access and monitor employee telephone conversations made in the normal course of business. Any employees whose communications will be monitored will be asked to sign a consent form authorizing the monitoring.

Most of BBP Sales, LLC.'s customers speak English as their primary language. Therefore, employees are required to speak English when dealing with customers. Violations of this rule will result in disciplinary action. This rule does not apply, however, in situations where the customer's primary language is one other than English and the employee is able to communicate in that language. In addition, the rule does not apply to employee meal and rest breaks.

## **USE OF COMPANY EQUIPMENT AND COMPUTERS**

**Equipment** - The Company provides any supplies, equipment, and materials necessary for you to perform your job. You are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported at once. Negligence in the care and use of Company property may be considered grounds for corrective action, up to and including termination. Upon termination of employment, you must return all Company property, equipment, work product and documents in your possession or control.

Acknowledgement of handbook will be deemed authorization to deduct for damaged and unreturned equipment in accordance with federal and state laws.

**Computers** - It is the policy of the Company that the use of its or its clients' computers and software should be limited to appropriate business use. You should not utilize the computer system for your personal benefit. You are prohibited from installing software on any work computer or system without express permission from your Supervisor.

Further, this policy reaffirms that you should have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, regardless of you having a private access or an entry code into the computer system. Both the Company, and its clients, reserves the right to monitor the use of their respective computer systems.

**Email** - For many employees, e-mail is an official form of communication. It is the property of the Company and is intended for carrying out Company business.

The Company reserves the right to monitor the e-mail system to ensure that it is being used for Company business purposes. Sent e-mail messages should not contain any sexually explicit, obscene, crude language or profanity or general lack of professionalism. Any e-mail messages received falling under this purview should be deleted immediately and reported to your Supervisor if you deem necessary. See Section Workplace Harassment and Discrimination Policy. The Company can rightfully enter the e-mail system and review, copy or delete any messages and disclose such messages to others.



Finally, you are advised not to delete any business related e-mails. Set your Outlook up so that you can file e-mails appropriately.

Failure to comply with these policies can result in disciplinary action, up to and including termination.

**Internet usage** - The Company offers an Intranet system that will allow you to access tools and data more efficiently. The Intranet and Internet should be used for business purposes only. The use of the Company's Internet access for personal communications or for non-job-related solicitations including, but not limited to, religious or political causes, is strictly prohibited. Employees are also prohibited from displaying, transmitting and/or downloading sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees learning of any misuse of the Company's Intranet/Internet access shall notify a member of management.

**Phone Usage** - The telephone is a vital and necessary part of our business. Use of company telephones for personal reasons should be minimal and occur only when genuinely necessary. Long distance telephone calls for personal reasons are prohibited. Personal cell phones should be placed on low ring and use should be minimal and occur only when genuinely necessary.

## **CONFLICTS OF INTEREST**

It is the policy of BBP Sales, LLC. to prohibit its employees from engaging in any activity, practice, or conduct which conflicts with, or appears to conflict with, the interests of BBP Sales, LLC., its customers, or its suppliers. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and include only some of the more clear-cut examples.

Employees are expected to represent BBP Sales, LLC. in a positive and ethical manner. Thus, employees have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Top management and employees who have contact with customers and suppliers may be required to sign a special statement acknowledging their understanding of and adherence to this policy.

Employees may not engage in, directly or indirectly either on or off the job, any conduct which is disloyal, disruptive, competitive, or damaging to BBP Sales, LLC. Prohibited activity also includes any illegal acts in restraint of trade.

Employees may not accept any employment relationship with any organization that does business with, or competes with, BBP Sales, LLC. This prohibition on

employment includes serving as an advisor or consultant to any organization of that type, unless the activity is conducted as a representative of BBP Sales, LLC.

Employees must disclose any financial interest they or their immediate family have in any firm that does business with BBP Sales, LLC. or that competes with BBP Sales, LLC. The Company may require divestiture of the interest if it considers the financial interest to be in conflict with its best interests.

Employees and their immediate family may not accept gifts, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with BBP Sales, LLC. The meaning of gifts for purposes of this policy includes the acceptance of lavish entertainment and free travel and lodging.

Employees may not give, offer, or promise, directly or indirectly, anything of value to any representative of a customer, of a potential customer, or of a financial institution in connection with any transaction or business that BBP Sales, LLC. may have with that customer, potential customer, or financial institution.

Employees may learn information about BBP Sales, LLC. which, if known to the public, might affect the decision of an investor to buy, sell, or hold securities issued by BBP Sales, LLC. Employees are prohibited from misusing inside information, prior to public disclosure, by purchasing or selling BBP Sales, LLC.'s securities for their own benefit or for the benefit of members of their immediate family. In addition, employees may not disclose inside information to anyone, either inside or outside the organization, who does not have a legitimate business need to know it.

All officers and directors of BBP Sales, LLC. and employees who own more than ten percent of the equity securities issued by BBP Sales, LLC. are prohibited from engaging in "short-swing" trading of securities issued by BBP Sales, LLC. by purchasing and selling, or selling and repurchasing, those securities within a period of less than six months.

Any conflict or potential conflict of interest must be disclosed to BBP Sales, LLC.. Failure to do so will result in discipline, up to and including termination.

## **EMPLOYMENT AGREEMENTS**

It is the policy of BBP Sales, LLC. that it may execute written employment agreements with certain of its employees. Employees who do not have a written employment contract containing a specified duration of employment are considered at-will employees.

Written employment agreements normally will set out the significant terms and conditions of an individual's employment. These terms and conditions generally include:

- The length of time that the agreement will last and how, if at all, it can be renewed;
- The job title, duties, and description, reserving to BBP Sales, LLC. the right to change the employee's duties as BBP Sales, LLC.'s interests require;
- The employee's salary;
- Any other forms of compensation, such as health insurance, retirement, incentive plans, or perquisites; and
- Provisions for the termination of employment.

Employment agreements covered by this policy may include any or all of the following elements, depending on individual circumstances:

- **Patents, Inventions, and Copyrights:** The agreement should specify who owns the rights to any patents, inventions, and copyrights obtained by the employee during employment, or as a result of work done while employed, and any royalties or other payments resulting from these items. Under normal circumstances, these items are Company property and, if held in the employee's name, should be assigned to BBP Sales, LLC.
- **Special Transfers and Foreign Assignments:** Coverage should specify how any problems or extraordinary circumstances arising from an out-of-the ordinary transfer or a foreign assignment will be handled.
- **Noncompetition with BBP Sales, LLC:** Any agreement not to compete with BBP Sales, LLC after termination of employment should be reasonable with regard to the time period or duration and the geographical area covered. The agreement should generally be drafted to limit the employee's activities only to the extent necessary to protect BBP Sales, LLC's business interests.
- **Nonsolicitation of Customers and Employees:** Coverage should specify that after termination of employment, the employee will not solicit business from BBP Sales, LLC.'s customers or attempt to recruit its employees for a specific period of time.
- **Trade Secrets and Confidential Data:** Coverage should specify that all employees with access to BBP Sales, LLC's trade secrets and confidential data are required to safeguard that information and not disclose it except as specifically authorized.
- **Conflicts of Interest:** The agreement should specify that BBP Sales, LLC.'s conflicts of interest policy must be adhered to and should reaffirm that employees may not participate in activities that compete with BBP Sales, LLC. during the time they are employed by BBP Sales, LLC.
- **Relocation Expenses:** The agreement should specify that payment of, or reimbursement for, relocation expenses by BBP Sales, LLC. will only be made when agreed to in advance and may be contingent upon the completion of a satisfactory period of employment after relocation.
- **Consulting Assignments:** Coverage should specify the reason for giving the employee the post-employment consulting agreement, such as an added

inducement to stay with BBP Sales, LLC. until retirement or until the completion of an organizational transition (for example, a reorganization, merger, takeover, or bankruptcy) or after the employee is terminated as a result of a layoff or reorganization. However, the provision should be subject to cancellation if the employee elects early retirement, if the employee leaves before the defined date or completion of the organizational transition, or if BBP Sales, LLC.'s changing circumstances require it. In addition, the provision should be voided automatically if the employee is terminated for cause or because of death or inability to perform the job.

- **Retention Agreements:** The agreement should specify the transitional event or events that will trigger this coverage (such as a reorganization, merger, takeover, or bankruptcy), the amount of special compensation to be paid, and the amount of time the employee must remain with BBP Sales, LLC. through the transitional period to receive the compensation. In addition, the provision should be voided automatically if the employee is terminated for cause or because of death or inability to perform the job.
- **Special Training and Education:** Coverage should specify that employees who are selected for an extended period of training or education paid for by BBP Sales, LLC. will be required to return to work for BBP Sales, LLC. at the conclusion of the program. Employees who do not return to work or who return but terminate employment (whether voluntarily or otherwise) within one year of course completion, will be required to reimburse BBP Sales, LLC for the costs of the training or education.
- **Takeover Protection and Compensation:** The agreement should specify the event or events that will trigger the provision, the amount and timing of special compensation to be paid, and any events or circumstances that will void the provision.
- **Arbitration and Mediation:** The provision should specify whether BBP Sales, LLC. and the employee agree to submit any dispute over the terms, conditions, or termination of employment to nonbinding mediation or to binding arbitration before an arbitrator from a recognized arbitration service. A provision for arbitration should also state that arbitration precludes the right to pursue legal action in any state or federal court and is the employee's exclusive remedy. The Company, however, should reserve the right to seek injunctions and damages in court to enforce any trade secret, confidentiality, patent or copyright assignment, or noncompetition clause in the contract.

Employees are encouraged to review carefully any employment agreement and to consult with legal counsel if necessary to understand the terms of the agreement.

### **TRANSFER POLICY**

It is the policy of BBP Sales, LLC that it may at its discretion initiate or approve employee job transfers from one job to another or from one location to another. The Company may require employees to make either a temporary or long-term job transfer

in order to accommodate the organization's business needs. The Company will try to limit the number and duration of temporary transfers that it requests of individual employees in a twelve-month period. Transferred employees will retain their existing job seniority.

## **OUTSIDE EMPLOYMENT**

It is the policy of BBP Sales, LLC. to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions. The Company requires that employees' activities and conduct away from the job must not compete or conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to BBP Sales, LLC.

All employees, including part-time employees, must obtain prior approval from the Human Resources Department before undertaking any outside employment or other work activity. Officers and certain designated managers, professionals, and technical experts are expected to devote all of their working energies to the performance of their duties at BBP Sales, LLC. and, therefore, may not be eligible to accept paid outside positions.

## **LEAVE**

Employees with the need to take leave for any of the following must notify their Supervisor and/or HR Solutions at least a month in advance of the need for leave or as soon as practicable.

- Medical issue/emergency for employee
- Medical issue/emergency for family member
- Maternity/Pregnancy leave
- Military duty leave
- Jury/Witness duty leave
- Any other non-vacation and/or PTO related leave needed

Leave request will be evaluated on a case by case basis taking into account factors such as applicable laws (which will be followed), duration of leave, length of service of the employee and the Company's operational needs.

## **CONFIDENTIALITY POLICY**

The Company's records, trade secrets, and information relating to the Company are confidential. No Company related information, including without limitation, documents, notes, employee files, records, oral information, computer files, pricing policies, sources of merchandise, customer lists, or similar materials (except in the ordinary course of

performing duties on behalf of the Company) may be removed from the Company's premises without permission from management. When in doubt regarding whether information may be shared, you must seek guidance from the management before sharing the information.

Additionally, the contents of the Company's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. You must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Company.

If you are unsure about the confidential nature of specific information, you must ask your Supervisor for clarification. You will be subject to appropriate corrective action, up to and including dismissal and legal action, for knowingly or unknowingly revealing information of a confidential nature.

### **PERSONNEL RECORDS**

It is the policy of BBP Sales, LLC. to maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

Employees may inspect their own personnel records and may copy, but not remove, documents in the file. Inspections by employees must be requested in writing to the Management or your supervisor and will be scheduled at a mutually convenient time. Records that are considered to contain sensitive or confidential corporate plans or information may be excluded from the inspection, and all inspections must be conducted in the presence of a designated member of the Human Resources Department. A reasonable charge, not to exceed the actual cost to BBP Sales, LLC., will be made for any copies of records made by the employee.

### **EMPLOYEE DISCOUNT POLICY**

It is the policy of BBP Sales, LLC. to permit eligible employees to purchase Company products or services at a discount. Regular full-time and part-time employees and retired employees are eligible to purchase Company products or services at a discount. Company products or services may be purchased at BBP Sales, LLC. store or at other places designated by management. Employees who want to buy Company products or services should fill out an employee order form and present it at BBP Sales, LLC. store or other designated location. Payment terms and pick-up or delivery times will be specified when the order is accepted.

Management will determine the prices for Company services and products provided to employees for purchase. The price set for regular Company products normally will be the established wholesale list price. The price for Company services available to employees normally will be at least 80 percent of the price charged to customers.

Employees may purchase items covered by this policy at discounted prices only for their own use or for the use of members of their immediate family. Volume purchases or commercial resale of items is not permitted except with the prior approval of Management. Employees who violate the restrictions of this policy will lose their discount privileges and may be disciplined.

### **TERMINATION OF EMPLOYMENT**

It is the policy of BBP Sales, LLC. to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; or a permanent reduction in the workforce. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason, and BBP Sales, LLC. reserves the right to terminate employment at any time and for any reason.

Employees are requested to give written notice of their intent to resign. Failure to give written notice may result in ineligibility for reemployment. The following guidelines are suggested:

- Supervisory and managerial employees should give four weeks' notice;
- Clerical and administrative employees should give at least three weeks' notice; and
- All other employees should give at least two weeks' notice.

The Supervisors/Management should conduct an exit interview not later than the employee's last working day, or earlier if a special effort is being made to persuade the employee to remain with BBP Sales, LLC.

The Supervisors/Management will attempt to have the final pay for terminating employees available on their last working day, but at the very latest will be paid within the time mandated by law. It also will be responsible for securing the return by terminated employees of funds advanced and all Company property in their possession, such as Company identification cards, keys, credit cards, tools, cars, and club memberships. If the employee owes BBP Sales, LLC. any money or is responsible for any lost or damaged property, those accounts are to be settled as originally agreed or by deduction from final pay, unless prohibited by law.





## **HANDBOOK ACKNOWLEDGEMENT**

**I acknowledge that I have received, read, and understand the information outlined in the BBP Sales, LLC. Employee Handbook.** I agree to conform to the rules and regulations of the Company as described in this Handbook which is intended as a guide to human resource policies and procedures. I understand that the Company has the right to change the handbook without prior notice. It is understood that future changes in policies and procedures will supersede or eliminate those found in this book, and that employees will be notified of such changes through normal communication channels.

I further understand that violation of the policies contained within may be grounds for corrective action up to and including termination of employment.

Finally, I understand and agree that the information contained in these materials does not constitute an employment contract between the Company and me, and that either I or the Company may terminate our employment relationship at any time, with or without cause. I understand that no supervisor, manager, or representative of the Company, other than the Owner of the Company, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

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Employee Signature

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Date

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Employee Name (please print)