



**Best Purging Systems**  
*Enclosure Purging & Pressurization Solutions*

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## 2017 Employee Handbook

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## ***Welcome to Best Purging Systems Corporation!***

Dear Fellow Employee:

You and Best Purging Systems Corporation have made an important decision: The Company has decided you can contribute to our success, and you've decided that Best Purging Systems Corporation is the organization where you can pursue your career productively and enjoyably.

We believe we've each made the right decision, one that will result in a mutually beneficial relationship. The minute you start working here, you become an integral part of Best Purging Systems Corporation and its future. Every job in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on delivering high quality products and providing unsurpassed customer service. How do we do it? By working very hard, thinking about our customers' needs, and doing whatever it takes to meet or exceed their expectations. We do it by treating each other and our customers with respect. We do it by acting as a team. We do it by sustaining our core goals of Safety, Quality and On-Time Delivery, in that specific order. And best of all we do this all without compromise, for the benefit of everyone whom we're blessed and honored to work with, every day.

Again, welcome to Best Purging Systems Corporation!



Michael Kane Baucom  
Executive Director

***This handbook shall supersede all previous documents or printed policies where any conflict may be perceived or interpreted and shall serve in tandem with your employment agreement.***

***All policies and procedures contained in this handbook are subject to change without notice, and applicable to all employees without exception.***

***For the sake of brevity, Best Purging Systems Corporation shall be referred to as "BEST" throughout this document from this point forward.***

## **Conflict of Interest & Ethical Practices**

In accordance with this handbook and as acknowledged by the signed acknowledgement of receipt and understanding, I hereby acknowledge and agree that I shall avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of BEST. I further agree to avoid any situation in which my loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist.

I hereby acknowledge and agree that I consider potential conflicts of interest and questionable ethical practices to include but not be limited to the following situations:

- 1 Having a financial interest in any business transaction with BEST.
- 2 Owning or having a significant financial interest in, or other relationships with a BEST competitor, customer or supplier.
- 3 Accepting any gifts, entertainment or other benefits from a BEST competitor, or accepting same of more than a nominal value from a BEST, customer or supplier.
- 4 Accepting compensation from outsiders for services or time for which he/she is being paid by the company.
- 5 Accepting or receiving any substantial gifts or monetary compensation of any kind or amount that may be construed to constitute a bribe, kickback or payoff.

I hereby acknowledge and agree that if I perceive a conflict of interest, I shall disclose this matter to management and remove myself from negotiations, deliberations or decisions involving the conflict. I also agree to state my position and answer questions to the best of my ability when my knowledge of a particular matter may be of assistance to BEST.

I further acknowledge and agree that serious conflicts of interest will constitute a breach of legal agreement, which shall be considered as justifiable grounds for my immediate termination with cause and may be remedied by the pursuit of legal damages in civil court at a time and place of choosing by BEST.

I further agree that if at any time during my employment I am charged or convicted of a felony or a misdemeanor of moral turpitude that is likely to create, cause or incite public distrust or distain of BebcO Industries by any continuing employment relationship, BEST shall have the right to terminate my employment immediately with cause and exercise forfeiture of all benefits or further compensation with exception to regular pay for services rendered prior to the date of said charge or conviction at their sole discretion.

## **Anti-Discrimination & Harassment**

### **Americans with Disabilities Act**

BEST Employees will strive to prevent discrimination against qualified individuals with disabilities with regard to every aspect of their employment. BEST is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. BEST recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

### **Equal Opportunity Policy**

BEST provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

### **Policy Prohibiting Harassment and Discrimination**

BEST strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all BEST employees throughout all phases of recruitment and employment, including all interaction with potential, current and former employees, at all times and in all locations including both on and off site venues.

#### **Prohibited Behavior**

BEST does not and will not tolerate any type of harassment of our applicants for employment, employees, vendors or customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- 1 is made an explicit or implicit condition of employment
- 2 is used as the basis for employment decisions
- 3 unreasonably interferes with an individual's work performance
- 4 creates an intimidating, hostile or offensive working environment

Unwelcome conduct covered by this policy includes demands or subtle pressure for sexual favors, or any related promise of favorable treatment or a threat concerning employment. Specifically, it includes behavior such as:

- 1 repeated sexual flirtations, advances or propositions
- 2 continued and repeated verbal abuse of a sexual nature
- 3 sexually related comments and joking
- 4 graphic or degrading comments about an employee's appearance
- 5 displaying sexually suggestive objects or pictures including cartoons
- 6 sending vulgar, obscene sexually suggestive email messages
- 7 any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with BEST, regardless of gender or sexual orientation.

**Information**

BEST shall issue a Sexual Harassment and Discrimination brochure to all employees to define these counterproductive workplace activities, disclose the rights of anyone who reports such activities, and outline the steps to take and not to take for those who feel they may be victim of such activities. Receipt shall be verified by a simple statement to be signed and dated by each employee, which shall be filed within their permanent, individual employee file.

**Harassment by Non-employees**

BEST will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients and suppliers.

**Complaint Procedure and Investigation**

Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to Immediate Supervisor. If that person is not available, or you believe it would be inappropriate to contact that person, contact the Shop Foremen, General Manager or Human Resources.

BEST will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time employees have an obligation to cooperate with BEST in enforcing this policy and investigating and remedying complaints.

Any employee who becomes aware of possible harassment or other illegal discrimination against others should promptly advise their Immediate Supervisor or any other appropriate member of management. Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

**Retaliation**

Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

**Employment at Will**

Unless expressly prescribed by statute or contract, your employment is "at will." All BEST employees are at will, which means they may be terminated at any time and for any reason, with or without advance notice or cause. Employees are also free to quit at any time. Any employment relationship other than "at will" must be set out in writing and signed by a duly authorized officer of BEST.

## **Compensation & Work Schedule**

### **Attendance & Punctuality**

Every employee is expected to attend work regularly and report to work on time.

If an employee is unable to report to work on time for any reason, they must contact their supervisor or other delegated individuals in accordance with an agreement received and signed at the time of employment. If an employee does not call in an absence in advance, it will be considered unexcused.

Unsatisfactory attendance, including reporting late or quitting early, may be cause for disciplinary action, up to and including discharge.

### **General Pay Information**

Certain deductions will be made in accordance with federal and state laws.

In addition, the Company makes available certain voluntary deductions as part of the Company's benefits program. If an employee elects supplemental coverage under one of the Company's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her paycheck each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the entire monthly cost (employee and company portions) directly to the Company in order to maintain the benefit.

### **Outside Employment**

Because of BESTs' obligations to its customers, the Company must be aware of any concurrent employment employees may have to determine whether or not it presents a potential conflict.

Serving on any public or government board or commission qualifies as employment for purposes of this policy, regardless of whether such service is compensated.

Before beginning or continuing outside employment, employees are required to complete a questionnaire detailing the involvement with the other employer and to obtain the written approval of their managers and Human Resources. Failing to obtain prior approval as described may be cause for disciplinary action, including immediate termination with cause. Employees who are on leave of absence, including FMLA leave are prohibited from having outside employment during their leave.

### **Time Card**

All employees are expected to report to work on time and shall be responsible for recording his or her own time.

Employees shall punch-in at the beginning of each shift and punch-out at the end of the shift. Additionally, employees will punch out at the beginning of their lunch break and punch in when returning to work. Employees are not required to punch out for scheduled breaks, but should punch out if leaving the facility for personal reasons.

Employees are not allowed to punch in or out for any other employee; any such action will be considered an attempt to falsify work records and may be subject to disciplinary action, including immediate termination with cause.

If an employee fails to punch in or out for any reason, the employee must take their time card to their immediate supervisor, who must then write-in the time and initial the card prior to submission.

### **Overtime**

Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Overtime compensation is paid to all nonexempt employees at one and one-half times their straight time rate for all hours worked in excess of 40 hours per week.

If an employee is nonexempt, they must receive authorization from their manager before working overtime. After they have worked overtime, they must enter it on a timesheet by the day after it is accrued.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off for holidays, personal time, personal leave, training seminars or any leave of absence will not be considered when calculating overtime.

### **Pay Schedule**

Employees will be paid on the last day of work each week, in accordance with their department's work schedule, before the close of business activities. If the regular payday falls on a holiday or scheduled day off, payday will be the last regular workday before the holiday.

The pay week starts at the beginning of the work shift on Monday and includes all work performed up to the close of business on Sunday.

A few additional facts about pay:

- 1 Employees will be paid for all hours worked during the first week at the end of the second workweek.
- 2 Any overtime earnings will be paid one week following the actual hours worked.
- 3 If a paycheck is lost or stolen, notify accounting immediately.

### **Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals informally at any time.

Additional formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. These formal reviews will be conducted annually or at the supervisor's discretion.

### **Work Hours**

BEST follows a work schedule of 40 hours per week. The normal workweek is Monday through Friday from 8:00 am to 5:00 pm for office personnel and Monday through Thursday from 7:00 am to 5:30 pm for production personnel, but are subject to change with reasonable notice. Department supervisors or manager may establish alternative hours with approval from upper management.

### **Break Times**

Under normal terms of full-time employment, all employees shall have two (2) paid 15 minute breaks and one (1) unpaid lunch break (30 minutes or 1 hour - depending on predetermined work schedule) per workday.

Under special terms of employment, such as part-time or contract labor, certain exceptions to the above schedule may be established.

Employees are required to adhere to scheduled breaks, unless exceptions are requested by their Immediate Supervisor.

Employees are prohibited from leaving their assigned work or break areas or occupying their personal vehicles during the two (2) designated paid break times.

Violation of this policy may result in disciplinary action, including immediate termination with cause.

## **Conduct Standards**

### **Company Equipment and Vehicles**

Training, certification and/or prior authorization is or may be required prior to the use of any mobile equipment, such as vehicles, fork-lifts, scissor lifts or sweepers, and for any other equipment which includes rotating or moving parts. If an employee has not received specific training or authorization from the Safety Manager or your Immediate Supervisor to operate any such equipment, they must consider themselves as being prohibited from using the equipment.

When using BEST property, including computer equipment or hardware, exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines. Notify a direct supervisor if any equipment or machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to employees or others. All questions and concerns regarding the maintenance and care of any workplace equipment should be directed to an immediate supervisor.

If an employee uses or operates equipment improperly, carelessly, negligently or unsafely, they may be disciplined or terminated with cause. In addition, they may be held financially responsible for any loss to BEST because of such mistreatment.

### **Company Property**

All employees are required to keep work areas neat and clean and use reasonable care in handling company property. Report any broken or damaged equipment to a direct supervisor or manager at once so that proper repairs can be made.

Employees may not use any company property for personal purposes or remove any company property from the premises without prior written permission from their Immediate Supervisor.

Bebco's rules regarding company property control the issuance, use, return and restrictions of items used in the workplace.

The following directives protect everyone's property and well-being.

1. Company-issued vehicles, equipment and tools are entrusted to employees in good faith and shall be maintained as agreed.
2. Immediately upon termination of employment, the departing employee shall return all company property in good condition.  
Employees should not bring supplies to work. Bebcos issues all necessary Equipment, office supplies, etc., to every employee. This shall include (but is not limited to) items such as staplers, pens and pencils, tape dispensers, notepads, computer diskettes, etc. Employees who need tools or supplies should request them from their supervisor.
3. Any exceptions to directives 1-3 shall be made only at the sole discretion of the immediate supervisor and with the prior knowledge and consent of management.
4. The following directives apply to the use of computers, software and/or peripherals.
  - Employees shall be expressly prohibited from bringing computer software to the workplace for any reason.
  - BEST shall prohibit unauthorized loading, downloading, and/or copying computer software to or from BEST computers.
  - BEST shall prohibit employees from bringing, carrying or placing magnets into any area in the workplace where computers are stored, kept, used or in use.

### **Conduct Standards & Discipline**

BEST expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

The Company reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to provide notice of BEST expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be

aware that BEST retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures, or
- failing to follow established safety regulations.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker's timesheet
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person's property
- possessing, entering with or using weapons on company property
- possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on company time
- violating conflict of interest rules
- disclosing or using confidential or proprietary information without authorization
- violating the Company's computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

### **Dating in the Work Place**

Supervisors and employees under their supervision are strongly discouraged from forming romantic or sexual relationships. Such relationships can create the impression of impropriety in terms and conditions of employment and can interfere with productivity and the overall work environment.

If an employee is unsure of the appropriateness of an interaction with another employee of the Company, contact Immediate Supervisor for guidance. If that employee is encouraged or pressured to become involved with a customer or employee in a way that makes them feel uncomfortable and is unwelcome, they should also notify their Immediate Supervisor immediately. No customer or employee of this company has the right to subject any employee to sexual or other unlawful harassment, including requests for sexual favors, sexual advances, offensive touching, and any other unwanted verbal, graphic, conduct or communications of a sexual nature.

Employees should also be aware of, and are expected to comply with, BEST policy against sexual and other forms of illegal harassment in the workplace.

Appropriate action, which may include a transfer or reassignment, leave of absence, suspension or termination, will be taken against those who violate this policy.

### **Dress Policy**

Appropriate attire is required and will vary by the employee's specific job duties and position. Suppliers and customers visit our office and we wish to put forth an image that will make us all proud to be BEST employees. Be guided by common sense and good taste. Specific standards may be required.

### **Drug, Alcohol and Gun Policy**

BEST strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' confidence in our company.

### **Alcohol**

Employees are prohibited from using or being under the influence of alcohol during their scheduled work day, while performing company business for BEST, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

### **Illegal & Non-Prescribed Drug Use**

BEST employees are prohibited from using or being under the influence of illegal or non-prescribed drugs while performing company business or while on BEST property or a remote worksite while representing BEST.

Employees may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while on BEST property, while operating a motor vehicle for any job-related purpose, while on the job, or while performing any form of company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications or performing tasks which are specifically prohibited by the prescription will be considered as a violation of policy which may result in immediate termination with cause.

### **Firearms & Weapons**

Employees are prohibited from having any type of firearms or weapons on BEST property; including all buildings, grounds and parking lots. For the purpose of this handbook, weapons are defined as any device or object that is primarily intended to inflict injury of any form, and includes but is not limited to knives, clubs, sprays, and electronic stun devices.

### **Searches**

BEST may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, and items provided for employees' personal use, such as office supplies, desks, lockers, computers and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

### **Drug Testing**

BEST may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

BEST employees are required to participate in a random drug testing program in an effort to keep our working environment safe for everyone. Violations include refusal to consent to and comply with testing as described. The refusal to consent to testing or failure of random testing may result in disciplinary action, including termination. Any attempt to subvert or falsify testing and/or results will be viewed as a failure of the testing and will result in immediate termination.

At management's discretion, any employee terminated for failure of drug testing, for any of the reasons described above, may be eligible for rehire as a new employee after 60 calendar days.

### **Disciplinary Action**

Employees who violate any portion of these policies may be disciplined or terminated with cause, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures.

## **Ethical and Legal Business Practices**

BEST expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer and all others associated with the Company. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, our members, our customers and our community.

This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations.

If an employee has any questions about this policy, they should consult their supervisor or manager. Exceptions to this policy may be made only by the Executive Director.

Employees are expected to promptly disclose to the management of the company anything that may violate this policy. We will not tolerate retaliation or retribution against anyone who brings violations to management's attention.

### **Applicable Law and Regulation Compliance**

All activities are to be conducted in compliance with the letter and spirit of all applicable Federal and State laws and regulations. Employees are responsible for understanding all applicable laws, recognizing potential dangers and knowing when to seek legal advice.

### **Giving and Receiving Gifts**

Employees may not give or receive money or any gift to or from a supplier, government official or other organization. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance.

Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If an employee does receive a gift or other benefit of more than nominal value, report it promptly to a member of management. It will be returned or donated to a suitable charity.

### **Employee Privacy and Other Confidential Information**

BEST only collects personal information about employees that relates to their employment. Only those with a business-related need to know are given access to this information, and the Executive Director must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If an employee has access to any confidential information, including private employee information, they are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will result in disciplinary action and/or termination with cause.

### **Accounting and Financial Reports**

BEST financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded.

Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

### **Account and Customer Information**

Employees are prohibited from distributing account, client, and/or customer information to anyone, in any form, except the named account holder, client or customer.

### **Compliance**

Employees who fail to comply with this policy will be disciplined, which may include a demand for reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

## **Grievances**

Employees are encouraged to bring concerns, problems and grievances to management's attention. Employees are also obligated to report any wrongdoing of which they become aware to their manager or, if the situation warrants, to any Bebcu Industries officer

## **Progressive Discipline**

BEST retains the discretion to discipline its employees. Oral and written warnings and progressive discipline including discharge may be administered as appropriate under the circumstances.

Please note that BEST reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

## **Smoking Policy**

Smoking is prohibited inside BEST facilities, this includes electronic smoking devices, the Company has designated a smoking area where there is adequate ventilation to ensure that nonsmokers are not subject to smoke byproducts.

All employees, clients and other visitors are expected to comply with this policy, and employees who violate it will be subject to disciplinary action and/or termination with cause.

All questions, complaints or disputes about smoking in the workplace should be directed to an Immediate Supervisor or Human Resources.

## **Zero Tolerance for Workplace Violence**

BEST has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace either committed by or directed toward any employees. Employees who engage in such conduct will be subject to disciplinary action and/or termination with cause.

Employees who feel subjected to threats or threatening conduct by a coworker, vendor or customer should notify their Immediate Supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

## **Workplace Solicitation**

To promote a professional and collegial workplace, prevent disruptions in business or interference with work, and avoid personal inconvenience, BEST has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

Employees may not solicit on BEST property or use company facilities, such as e-mail, voicemail or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures and promoting membership in clubs or organizations.

For the purpose of this specific section, "working time" refers to anytime during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

Employees may solicit another employee only if both are not on working time, and employees may distribute literature only in nonworking areas and while not on working time to other employees who are not on working time.

Non-employees may not make solicitations or distribute literature at any time.

BEST may grant limited exemptions from these rules for charitable purposes at its sole discretion.

# Leave

## Family Medical Leave (FMLA)

### Family and Medical Leave

Employees are eligible for family and medical leave if they have worked for BEST for at least 12 months and have put in at least 1,250 hours during the 12-month period before the leave is to begin.

### Reasons for the Leave

Employees are entitled to take up to 12 workweeks of unpaid leave:

- to attend to the birth, adoption or foster care placement of their child
- to attend to the serious health condition of their child, spouse or parent, or
- to receive care for their own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition during which an employee is incapable of working that involves either:

- treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- continuing treatment by a health care provider for a condition that lasts more than three consecutive days, or for pregnancy or prenatal care or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition which would likely make an employee incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

### Substituting Paid Leave

Employees must substitute accrued vacation or personal leave time for family and medical leave. And if the request for leave is due to an employee's own serious health condition, they must first exhaust all accrued sick leave time. Any accrued vacation or personal leave time will then be used. An employee's total FMLA leave time, which may include paid vacation and sick time, may not exceed 12 weeks. The Company has the right to designate such leaves as running concurrently with FMLA leave.

### Types of Leave

Leave due to the birth or placement of a child in an employee home for adoption or foster care must be taken in one continuous 12-week segment and must be taken within 12 months of the birth or placement of the child.

Employees may take leave due to their own or a family member's serious health condition in:

- one continuous 12-week segment
- an intermittent schedule, such as one day off each week, or
- a reduced schedule, such as beginning two hours late, twice a week.

### Notice of Leave

If an employees' need for leave is foreseeable, they must give 30 days' prior notice if possible. If they do not give such notice, the leave may be delayed for up to 30 days.

If an employee needs leave for a planned medical treatment, they should make every attempt to schedule the treatment so as not to unduly disrupt their department's work. If an employees' need for leave is not foreseeable, they must request it as soon as practicable, no later than two business days after the need for leave arises.

### Medical Certification

If leave is requested due to an employees' or a family member's serious health condition, they must provide medical certification from an appropriate health care provider. The certification must include the date on which the condition began and its probable duration. An employee may be denied leave if they do not provide satisfactory certification. BEST may require a separate opinion regarding a serious health condition, at our expense.

## **Outside Employment**

Employees may not work for outside employers while on family and medical leave with BEST.

## **Returning to Work**

If an employee's leave is due to their own medical condition, they are required to provide medical certification that they are able to resume work before returning. Both the employee and the employee's health care provider must complete a Return to Work Medical Certification.

Upon returning to work, employees will ordinarily be entitled to be restored to their former position or to an equivalent position with the same employment benefits and pay if possible. If an employee does not return to work at the end of the leave and do not notify BEST of their status, they may be terminated.

## **Benefits During Leave**

Taking family and medical leave will not cause an employee to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other benefits during the leave, unless it is paid leave under which benefits would otherwise accrue.

BEST will maintain an employees' insurance benefits while they are on leave, although they may be required to pay their portion of the premium. However, if they do not return to work after the leave, they may be asked to reimburse Bebcos for the cost of maintaining insurance coverage during the leave. This provision may not apply in cases where an employee's inability to return is through no fault of their own -- for example, at the end of leave an employee remains physically unable to return due to their serious health condition.

## **Misrepresenting Reasons for Leave**

Intentionally misrepresenting the reasons for requesting family and medical leave is grounds for discharge.

## **Bereavement Leave**

Full-time employees who have worked at BEST for at least 90 days are permitted up to 3 consecutive days with pay to attend the funeral of an immediate family member, which includes a spouse, child, brother, sister, parent, parent-in-law or grandparent.

Eligible employees may be permitted 1 day with pay for the death of a relative who is not an immediate member-- including an aunt, uncle, nephew, niece, brother-in-law, or sister-in-law.

Employees' supervisor must approve all bereavement time, and the Company may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate. Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

## **Military Leave**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), Bebcos Industries prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

## **Jury Duty**

BEST supports employees in fulfilling their civic responsibilities by serving jury duty when required; however, no compensations will be paid for the time required to serve.

However, employee must inform their supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate the employee's absence. Employee will also be expected to report for work during their jury service whenever the court schedule permits.

Insurance benefits will ordinarily remain in effect and unchanged for the full term of employee's jury duty absence.

### **Time Off from Work In Connection With Court Cases**

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. If an employee must appear in such a proceeding, they must notify their supervisor at once.

Employees will not be paid for the time they are away from work participating in a court case or arbitration, but may use available vacation and personal days to cover the time.

Employees will not be terminated solely for a necessary absence by participating in a court case or arbitration.

### **Time Off to Vote**

Employees are eligible to vote in a public election during work hours if polls are not open two consecutive hours outside working time. Otherwise, employees may request sufficient time off without pay to vote.

If an employee plans to take such time off, they must notify their supervisor before the applicable Election Day.

## **General Employment**

### **Employee Classifications**

Employees at BEST are either full-time or part-time. The Company may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits.

Part-time employees work fewer than 32 hours per week. Unless specifically stated, part-time employees are not afforded any benefits other than wages; for example, they do not accrue benefits such as personal time and health insurance.

All other employees are full-time.

Human Resources will strive to establish and routinely verify full-time or part-time employment, and exempt or non-exempt status as changes may occur. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.

#### **Salary (Exempt) Employees**

Salaried employees shall not earn overtime for any hours worked in excess of the standard forty (40) hour work week.

Salaried employees who work a minimum of four (4) hours on any scheduled work day shall be paid for a full eight (8) hour or ten (10) hour day, as applicable, without use of accrued or awarded personal time. Salaried employees who do not work a minimum of four (4) hours on a scheduled work day and will subsequently fall short of 40 hours for that week will have personal time hours garnished only in the amount needed to meet the full 40 hours on which his or her pay rate is calculated. Any excessive abuse of this policy or a failure to work a minimum of 40 hours per week on a regular basis will be grounds for termination.

#### **Salary (Non-Exempt) Employees**

Non-Exempt Salary employees shall earn overtime pay for any management approved hours worked in excess of the standard forty (40) hour work week. Overtime must be approved by management to be eligible for payment.

As a compensation allowance, Non-Exempt Salaried employees who work at least thirty six (36) hours within any weekly pay period shall be paid for a full forty (40) hour work week, without use of accrued or awarded personal time. Non-Exempt Salaried employees who do not work a minimum of thirty six (36) hours within any weekly pay period will have personal time hours garnished in the amount needed to meet the full 40 hours on which their pay rate is calculated.

Any hours missed during the work week, must be made up through actual clocked work time up to forty (40) hours, before the employee can qualify for overtime pay on any additional hours.

Employees who exercise excessive use of the four (4) hour compensation allowance shall be evaluated and eligible for potential re-classification as an Hourly (Non-Exempt) Status Employee.

Overtime pay shall be calculated at a rate of one and one-half times the employee's hourly rate of pay.

Non-Exempt Salaried employees who work in excess of the standard forty (40) hour work week on their own accord or without prior approval by management will not be eligible for overtime pay.

#### **Hourly (Non-Exempt) Employees**

Hourly employees shall earn overtime pay for any supervisor approved hours worked in excess of the standard forty (40) hour work week. Overtime must be approved by the supervisor to be eligible for payment.

Overtime pay shall be calculated at a rate of one and one-half times the employees' hourly rate of pay.

Any hours worked in excess of the standard forty (40) hour work week and not approved by supervisor will not be eligible for overtime pay.

## **Employee Records**

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll Department or Human Resources of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Misrepresentation of any fact which an employee has provided information for on their application, in their personnel file, or any other document is sufficient reason for dismissal. Personnel records are considered company property and are not available for review by employees.

## **Employment of Relatives**

BEST may hire relatives of employees where there are no potential problems of supervision, safety, security, morale or potential conflict of interest. Relatives include an employee's parent, child, spouse, domestic partner, sibling, cousin, in-laws and step relationships.

Employees who marry or become related will be permitted to continue to work as long as there are no substantial conflicts. Reasonable accommodations will be made when possible in the event a conflict arises.

Relatives are not typically permitted to work in the same department without the specific and prior approval of Management.

## **Introductory (Probationary) Period**

The first 90 days of employment are an Introductory Period for both the employee and the Company. However, during and after this period, the work relationship will remain at will.

This time period allows an employee to determine if they have made the right career decision and for BEST to determine whether their initial and potential performance meets our current and future needs. The employee's manager and coworkers will monitor their work performance, attitude and attendance during this time, and be available to answer any questions or concerns the employee may have to ensure their best possible acclimation to our work environment and their ongoing future with Bebcu Industries.

Benefits such as time off for vacation, personal days, sick days or bereavement leave do not accrue during this period.

The Introductory Period may be extended at management's discretion.

## **Job Postings & Promotion**

BEST will fill job vacancies whenever possible by promoting qualified employees from within the Company.

BEST has the discretion to fill job vacancies from recruitment sources.

## **Reference/Background Checks**

BEST conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

## **Transfers & Relocation**

To meet business needs, BEST may occasionally need to transfer employees to a different department, shift or location. Employee requests for transfers will be accommodated where possible.

Contact Human Resources for help or information about transfers.

## **Unions**

Bebco supports every employee's right to work. Our Company's owners, management and our dedicated staff of tenured employees therefore believe that the organization of employees is not in the best interest of its employees, our owners, the company or its clients. BEST therefore advises all employees that the company shall use all legally acceptable practices to discourage the organization of employees.

## **Safety & Emergency**

### **Fire Safety**

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires.

Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes posted in each work area.

### **Safety**

BEST is committed to maintaining a safe and healthy environment for all employees as our first and most important goal. Employees should report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to their Immediate Supervisor.

If you or another employee is injured, notify your Immediate Supervisor or manager immediately. Seek help from outside emergency response agencies, if needed. Emergency contact information is posted at all Bulletin Boards.

Employees must complete an Employee's Claim & Waiver Form if they have an injury that requires any degree of medical attention. If the inquiry does not require medical attention, employees must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. Employees can obtain the required forms from Human Resources & their Immediate Supervisor or the Safety Coordinator.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for employees right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that employees report any illness or injury caused by the workplace, no matter how slight. If an employee does not report an injury, they may jeopardize their right to collect workers' compensation payments as well as health benefits.

Employees can get the required reporting paperwork from Human Resources & their Immediate Supervisor or Safety Coordinator.

## **Security**

BEST is committed to ensuring employees' security. Our premises are equipped with security alarms that are active both during and outside normal working hours, dependent on their purpose. If an employee has a security concerns or need more information about operating these systems, contact the Executive Director.

Bebco shall maintain a secure workplace. Bebco employees shall observe all rules regarding company security, as outlined below.

Employees receiving company-issued keys and security system codes shall be required to sign an agreement to acknowledge their special responsibilities and must be aware of and adhere to the following regulations:

1. Company keys must never be duplicated.
2. Security system codes must never be divulged to any other individual under any circumstance.
3. Company keys must never be transferred to any other individual without prior management approval.
4. The loss or misplacement of company-issued keys must be reported to management immediately.
5. Potential, suspected or confirmed security compromises must be reported management immediately.

Violation of these regulations may result in disciplinary action, including immediate termination with cause.

Employees who have received company-issued keys must be aware of and adhere to the following lockup procedures.

1. Employees with facility keys are responsible for lockup procedures at the end of all work periods, in a cooperative effort with all other employees who possess facility keys and security system codes.
2. Employees who exercise lockup procedures must ensure they are the last person in the facility before lockup procedures are initiated.
3. Employees who exercise lockup procedures must check, close and lock all facility gates and entrances and arm all zones of applicable security systems at the end of every work period.
4. All facility gates and entrances should remain locked throughout the day on weekends and holidays even when personnel are working inside.

### **Inclement Weather Policy**

BEST shall be considered as a place of employment, open for business or emergency services during all normally scheduled work hours, regardless of weather conditions, voluntary evacuation orders or mandatory evacuation orders.

All employees are therefore responsible for reporting to work on a daily basis regardless of weather conditions, at their sole discretion and risk.

During or prior to bad weather conditions, either at or near an employee's home, between their location and Bebco or at Bebco, said conditions to include torrential rain, high winds or flooding, employees may elect at their sole discretion to refrain from reporting to work.

If an employee determines that they are unable to report to work because of bad weather conditions, they are responsible for making every possible effort to contact their supervisor as soon as possible. Failure to contact a supervisor will be considered as an unexcused absence that may or may not serve as grounds for issuance of an employee warning or termination at Bebco's sole discretion.

If an employee is required to evacuate their home or area under Mandatory Evacuation Orders, due to weather or other local official emergency, their absence will be excused.

Normal work hours lost due to unexcused and excused absence may be unpaid or paid by deduction from personal time at the employee's discretion, if available.

Due to possible communications system failures that may occur during bad weather, an employee's failure to reach their supervisor and/or any unauthorized or unsubstantiated rumor or report, whether written or oral that Bebco facilities are closed, will not be considered as grounds to assume the facilities are closed.

### **Corporate Communications & Technology**

#### **Communication with Press or Media**

Media inquiries in relation to Bebco Industries must be handled in accordance with the following guidelines:

Inquiries regarding a specific transaction should be referred to the Executive Director.

All other inquiries should be referred to the Executive Director, who will respond directly or designate another spokesperson and who will also help draft or direct an appropriate response if necessary.

This policy covers all forms of responses to the media, including off-the-record and anonymous statements.

#### **Software Policy**

BEST regulates employees' use of its computer software.

Employees may not duplicate any licensed software or related documentation for use, either on Company

premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. Employees may not provide licensed software to anyone outside the Company. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the company to liability.

All software that Bebcu Industries acquires must be purchased by the Executive Director or the I.T. Manager. Upon delivery, all software must be registered properly by the I.T. Manager and installed by the I.T. Manager. Employees may not load personal software on BEST computers.

### **Use of Company Communication Systems**

Because BEST reserves the right to access any personal communication without prior notice, employees should not use company systems to transmit any messages or to access any information that they would not want a third party to hear or see. Although incidental and occasional personal use of the company's systems is permitted during break times, any such personal use will be treated the same as all other communications under this policy.

All BEST employees shall follow a uniform format in their communications as described below:

**Emails and documents shall be composed using "Arial" font for clarity.  
Backgrounds on emails and documents shall be set to "blank" or "none".  
All email signatures shall be in the format issued by the company as follows:**

**Closing line (Respectfully, Sincerely or Best Regards),  
((blank line))  
Name, Title  
Full Company Name  
((blank line))  
Office: 409-935-5743  
Direct: XXX-XXX-XXXX (if applicable)  
Cell: XXX-XXX-XXXX  
((blank line))  
Email address (i.e. [employeename@exphvac.com](mailto:employeename@exphvac.com))  
[exphvac.com](http://exphvac.com)  
((blank line))  
Mailing address:  
PO Box 128  
Hitchcock, TX 77563**

**Deviations from this format shall not be allowed unless previously approved by the CEO.**

### **Telephone Usage**

The telephone system (including voicemail) at BEST is the property of the company and is provided for business purposes. Bebcu Industries may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the company's telephone system to be private.

### **Personal Mail**

All mail delivered to the company is presumed to be related to company business. Mail sent to an employee at the company will be opened by the office and routed to the employee's department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

### **Company Cell Phones**

BEST may deem it necessary for certain employees to have use of a company-issued cell phone. These phones are the property of BEST and shall be subject to restrictions as noted in the Cell Phone Usage Agreement which is issued to the employee at the same time as the cell phone and any required accessories.

Employees should remember that these phones are for business use only and not intended for personal use. Each employee who is assigned a cell phone is allotted a certain number of minutes per

month usage. Should usage exceed the allotted minutes and it is determined that personal usage was a resulting factor; the employee will be required to pay for any such overage charges that result.

Accessories to company issued cell phones such as chargers, earpieces and Bluetooth hands-free devices are the property of the company and

Employees shall not download ring tones, wallpaper or other media to their company issued cell phones.

### **Cell Phone & Personal Entertainment Device**

Use of a cell phone or personal entertainment device while operating or working near manufacturing equipment poses a safety hazard to all workers in a manufacturing facility. Additionally, the use of such devices while driving a vehicle has been proven to significantly distract a driver, and is therefore not required or condoned under any circumstance. Furthermore, the use of such devices is disruptive to manufacturing and interferes with overall productivity and safety related communication.

Therefore, all manufacturing employees are strictly prohibited from the use of such devices during work hours, except during break or lunch times, or in the case of a verifiable emergency. Additionally, all employees are restricted in some means and/or prohibited from using such personal devices when working within or visiting any manufacturing area or operating a company vehicle regardless of any circumstance, including family emergencies, in accordance with the following policy statements:

#### **Definitions:**

Cell phones and personal entertainment devices shall herein be defined as any "device", whether or not used with or without hands-free or headset accessories, that performs any function such as but not limited to sending or receiving calls or text messages, performing any and all forms of sound or visual communication or web browsing, or transmitting any sounds or images to the person using said device, with exception to pre-approved hearing aids or noise-cancelling devices.

Manufacturing equipment shall herein be defined as any and all personal or company owned devices, including but not limited to saws, grinders, drills, punch presses, press brakes, riveting tools, coating application equipment, forklifts, or scissor lifts, and any and all other devices that are electrically or pneumatically powered, motorized, or contain any moving parts.

The act of "operating" a motor vehicle shall herein be defined as conducting any activity as a driver of a vehicle, including but not limited to driving, parking or waiting at traffic lights, during any time that a vehicle is on or in a moving, active or inactive lane of traffic in any form, whether on a roadway or in parking lot, and whether of public or private origin.

#### **Regulations:**

All employees are restricted from examining or using any device while operating any manufacturing equipment.

All employees must complete any current manufacturing equipment operation and bring the equipment to a full stop or safe idle position before examining or using any device, regardless of any and all other conditions.

All employees other than manufacturing employees shall exercise extreme caution when utilizing any cell phone in or near any manufacturing area or manufacturing equipment, whether or not said manufacturing equipment is or is not in use, and are strictly prohibited from using any other device, with exception to pre-approved hearing aids or noise-cancelling devices.

All employees are restricted from examining or using any device while operating any company vehicle.

All employees are restricted from using a company issued cell phone while operating any personal vehicle.

All employees must exit completely from the flow of traffic, and stop at a safe and legal parking space (excluding emergency lanes) before examining or using any device while occupying the driver's seat of any company vehicle.

Any employee who violates any regulation of this policy shall be subject to disciplinary action at the sole discretion of management, which may include immediate termination of employment with cause.

**Recommendations:**

*Manufacturing Employees should ensure that all friends and family members are aware of this policy and should inform all potential callers that contacting the employee at times other than breaks and lunches may jeopardize their employment, except in the case of a verifiable emergency.*

*Manufacturing Employees should issue the company's main office number (844-397-4822) and/or their Immediate Supervisor's cell phone number to all persons who may have a need to place an emergency call to the employee.*

**Use of Company Credit Cards**

Credit cards shall be distributed to those employees that management deems it necessary for performance of his or her job functions.

Use of credit cards shall be on an approval basis only. The Chief Financial Officer shall approve all purchases on credit cards prior to their use. Employees should provide as much information about the prospective purchase as possible including vendor, general description of items to be purchased and their use, amount of purchase and date materials are needed in house.

Credit cards shall be distributed to those employees that management deems it necessary for performance of his or her job functions.

Usage of credit cards shall be on an approved expense basis only. Receipts for all charges must be submitted with expense reports to the Accounting Department in accordance with the "Travel and Expense" section of this handbook. Employees who fail to turn in a receipt will be held personally responsible to reimburse BEST for the charges.

**Travel & Expenses**

Employees will be reimbursed for all reasonable and necessary expenses they incur while traveling on Bebo Industries business. Employees may use their discretion, but try to keep costs low.

When it's necessary to travel for BEST business, please contact the Executive Director or Chief Financial Officer, they will be responsible for approving all employee travel arrangements.

Employees must record all travel and business activities on the Company's Expense Report Form and submit it to their supervisor for approval and to the Accounting and Human Resources departments for payment. If business travel requires an employee to be out of the office for an extended period, their report must cover no less than one week and no more than one month of expenses.

All Expense Report Forms should be submitted to the Accounting Department no later than five business days after the last day of the month.

**Reimbursement for Parking and Taxis**

BEST will reimburse employees for parking and taxi fare spent while working during the weekends.

**Worker's Compensation**

BEST offers a traditional Worker's Compensation plan for all employees. This covers work related injuries while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Company. If an employee becomes ill or injured, please get medical attention at once.

Employees must also report the details to their supervisor immediately. Employees must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which they may be entitled.

## Vacation & Holidays

### Holidays

Bebco is pleased to extend paid time off for the holidays they have chosen to observe which occur during normal working days of the week, whereas a maximum of seven paid time off holidays shall be extended for office workers on holidays that occur on any day of the week from Monday through Friday, and for production workers on holidays that occur on any day of the week between Monday through Thursday.

To establish the actual quantity and date of paid Holidays each year, Bebco shall publish an employee memo which shall be provided in or before the first or second payroll check envelope of any new Calendar Year, indicating which days shall be considered as paid Holidays for the particular Year, as established separately for office and production workers, and make that memo available to Supervisors and Managers throughout the year, as required.

Employees will be eligible for scheduled holiday pay if they:

- are a full-time employee who has worked at least 90 days at the Company, and
- have worked the full work day before and the full work day after the scheduled holiday, or
- have been authorized by their immediate supervisor to take time off as a vacation or personal day (with or without pay), for the work day preceding and/or following the paid holiday, and the immediate supervisor has notified HR of this authorization in writing at least three (3) work days in advance of the paid holiday.

Due to business needs, some employees may be required to work on company holidays. Supervisors or managers will notify employees if this may apply to their staff.

Based on our adjusted Holiday Scheduling Policy, annual announcements for the upcoming year of Scheduled Holidays shall be published on or about October 1<sup>st</sup> of the preceding year.

### Personal Time

BEST provides full-time employees, who have completed a minimum of one calendar year of service, a combination of Vacation Time and Sick Time, herein referred to as "Personal Time". This time can be used for any reason and shall renew on each anniversary date of employment.

Personal time shall be awarded on the following basis:

- Upon the 1<sup>st</sup> anniversary of employment, employee shall be awarded 60 hours of personal time.
- Upon the 2<sup>nd</sup> anniversary of employment, allotted personal time shall increase to 80 hours of personal time per year.
- Upon the 5<sup>th</sup> anniversary of employment, allotted personal time shall increase to 120 hours of personal time per year.

Employees should make every effort to use personal time by their anniversary date of each year. Employees will not be allowed to "sell back to the company" unused personal time at any point in the year. Employees will not be paid for accrued unused personal time on termination.

**All requests for the use of personal time must be made three weeks in advance of the first date of requested time, unless such requests are for illness or emergency situations wherein such advance notice is not possible. All requests for personal time usage for Administrative, Supervisory or Office Personnel must be submitted to the General Manager or CEO for approval. All requests for Production Personnel must be submitted to the Production Manager.**

## Termination, Resignation and Discharge

While Bebco strives to ensure each new employee receives every consideration and is permitted to grow with our organization, termination, resignation or discharge may become a necessity.

Unless expressly proscribed by statute or contract, employment with Bebco Industries is on an "at will" basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If at any time it is necessary for an employee to resign his or her employment with the Company, BEST requests at least two weeks' notice. Failure to provide notice may lead to forfeiture of accrued vacation or other benefits at the discretion of BEST.

Any employee who is discharged by BEST shall be paid only wages accrued to the effective date of the separation; this shall not include any accrued or personal time.

Whether an employee's service to Bebco is voluntarily or involuntarily terminated, there are certain procedures that shall be followed.

### Voluntary

Bebco requires that any employee planning to terminate his or her employment with Bebco should do the following:

- provide his or her supervisor with notice in writing;
- return all company-owned and/or company-leased equipment, property, tools, vehicles, etc. in good condition;
- surrender all keys;
- surrender all credit cards issued to the employee by the company;
- submit a final expense report and settle any debt with the company;
- accept "on-the-spot" termination if his or her supervisor deem it appropriate;
- participate in an exit interview; and
- receive his or her final paycheck from Bebco on the next payday.

### Involuntary

There are two kinds of involuntary termination.

1. Without disciplinary action. A reduction in the work force may require involuntary termination of employment for an employee and does not reflect on the employee's ability to do his or her job.
2. With disciplinary action. Disciplinary action may result in involuntary termination of employment when an employee: (a) fails to meet the performance standards stated in his or her job description; or (b) violates the policies outlines in this handbook.

The following steps shall be taken when an involuntary termination of employment is necessary.

- When disciplinary action is involved, an employee shall receive three warnings as follows: (a) two verbal warning (noted in the employee's file and acknowledged by the employee) and (b) one third and final written warning, unless the terminating offense constitutes gross misconduct, such as but not limited to: theft from the company or any illegal actions or action which endanger or potentially endanger the health or safety of oneself or another individual.
- Involuntary termination of employment shall be made in one of two ways:
  - (a) On-the-spot termination of employment shall require approval of the department head.
  - (b) Routine termination of employment shall require approval of the department head.

The supervisor can take action to terminate an employee under “on-the spot” or “routing” termination with the department head’s approval, and shall follow the steps below:

- complete the Personnel Change Notice form;
- Complete and approve the employee’s time card, bringing it current with the time of termination;
- Attach the time card and transfer documents to the Payroll Department in a confidential manner; and
- Recover all company property.

### **Causes, Claims Against an Employer & the Payment of Unemployment Benefits**

For the purposes of this handbook, and in accordance with applicable Texas Employment Commission regulations, employees may be terminated with or without cause.

Regardless of Cause, all workers in Texas are entitled to unemployment benefits, under the stipulations, terms and requirements of the Texas Employment Commission.

“With Cause” is defined as a termination that is justifiable under the circumstances, and thereby deemed as reason to deny a claim against an employer for unemployment benefits.

“Without Cause” is defined as termination that is not justifiable under the circumstances or that is in the form of a lay-off or reduction or force, and thereby deemed as a reason to grant a claim against an employer for unemployment benefits.

Any claim made directly against BEST will be actively disputed by Bebco if the employee in question was terminated in a manner which we have determined was “with cause”.

Regardless of the outcome of any such disputes, all workers remain eligible for some degree of unemployment benefits, assuming they abide with all stipulations, terms and requirements of the Texas Employment Commission.

### **Exit Interview**

The exit interview is the final interview, conducted by the Personnel Manager, to discuss the following information:

Final Paycheck: (a) date check will be prepared; (b) distribution of final paycheck (mail, etc); (c) return of company property; and (d) settle any debt with the company.

Retention of health insurance through Cobra, if applicable.

### **Employee Termination Procedure**

#### **Determining Eligibility for Rehire**

In accordance with handbook policies, a termination may occur voluntarily or involuntarily.

In the case of voluntary termination (the employee quits), the immediate supervisor shall be responsible for determining and justifying the eligibility for rehire, in accordance with handbook policy guidelines and the following provisions:

- Considerations should include, whether the employee provided adequate notice, whether the employee is leaving for reasons beyond their control, or for reasons justified in the opinion of the immediate supervisor, and whether the employee would be a desirable candidate for rehire based on his/her ability and attendance.
- In the case of involuntary termination (employee is fired or laid-off), the immediate supervisor shall be responsible for determining and justifying the eligibility for rehire, in accordance with the handbook policy guidelines, and the following provisions:
- Reasons for firing should include the fact that the employee was terminated due to problems

within their control, or for reasons which, in the opinion of the immediate supervisor, disqualify the employee for future consideration, or the employee would be an undesirable candidate for rehire, based on his/her ability or attendance records.

Reasons for a layoff should include the fact that the employee was terminated due to problems beyond their control, or for reasons which, in the opinion of the immediate supervisor, qualify the employee for future consideration, or the employee would be a desirable candidate for rehire, based on his/her ability or attendance records.

- Indicating eligibility for rehire. Regardless of whether termination is voluntary or involuntary, firing or layoff, the immediate supervisor shall be responsible for performing the following duties:

During termination interviews, the immediate supervisor shall be responsible for informing the employee of their eligibility for rehire. If the employee is ineligible, the immediate supervisor shall be responsible for explaining the reasons behind the decision.

In the case of ineligibility, a failure to expect the continuance of a mutually beneficial relationship between the employee and his fellow workers, or the corporation, should be the justification as opposed to any wrongdoings, disagreements, or lack of ability or attendance.

- Notification of Eligibility. Upon completion of the termination interview, the immediate supervisor shall be responsible for indicating eligibility on a change notice form, along with verbal or written justification, for the eligibility determination, to the Executive Director for confirmation, acceptance and approval.

In all cases, the information given to the employee regarding eligibility and the notification provided to management must concur without deviation.

- Confirmation of Eligibility. Upon receipt of verbal or written justification of eligibility and the change notice, the Executive Director shall be responsible for signing the change notice and for initialing and dating the document on or near the eligibility for rehire block.
- Filing of Change Notice. Upon confirming administrative acknowledgement of eligibility, the personnel manager shall file the change notice in the employee's permanent file.

If a change notice is received without acknowledgement of eligibility, the personnel manager shall notify the Executive Director.

## Acknowledgement of Receipt and Understanding

I acknowledge that I have received the Best Purging Systems Corporation 2017 Employee Handbook and that I have read and understand the policies.

I understand that this Handbook and appendices represent only current policies and benefits, and that it does not create a contract of employment. Best Purging Systems Corporation retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has the same right. I further understand that my status as an "at will" employee may not be changed except in writing and signed by the President of the Company.

I understand that the information I come into contact with during my employment is proprietary to the Company and accordingly, I agree to keep it confidential, which means I will not use it other than in the performance of my duties or disclose it to any person or entity outside the Company. I understand that I must comply with all of the provisions of the Handbook and appendices to have access to and use Company resources. I also understand that if I do not comply with all provisions of the Handbook and appendices, my access to Company resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the Company's safety, health, and emergency procedures as outlined in this Handbook, appendices or in other documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name