

EMPLOYEE HANDBOOK

FEBRUARY 2023

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WELCOME

I heartily welcome you to Centennial Plastics, Inc., ("Centennial Plastics" or "Company") and sincerely hope our relationship will be a long lasting, and mutually beneficial one.

Working for Centennial Plastics Inc., affords us all with a tremendous opportunity; an opportunity to grow with a progressive and expanding Company. Our success will depend largely on our people, employees who are satisfied with their work, and their opportunities. This is, however, a two-way proposition. We must work together as a team to achieve this success. Each and every one of you is important, as is each individual job dependent upon the success of the Company. Your efforts will produce the necessary profits to assure our continued expansion and success.

Centennial Plastics was founded on the premise that employees are our most valuable assets. We will strive to demonstrate this philosophy with open communication, fair policies, and a continuous focus on our people, customers, and community. Through a concerted effort that is, working together as a team, we place our future in your hands.

Again, welcome to Centennial Plastics, Inc., and I hope you have a long and successful career with us!

Pat Mertens President

INTRODUCTION

This handbook is intended to provide you with general information about the Company, employee benefits, and Company procedures and policies. The handbook is not intended to be and does not constitute a contract of employment between the Company and its employees.

EMPLOYEES OF THE COMPANY ARE EMPLOYED AT WILL UNLESS AN EMPLOYEE HAS A SIGNED AGREEMENT WITH THE PRESIDENT OF THE COMPANY STATING OTHERWISE. EMPLOYMENT AT WILL MEANS THAT YOU HAVE THE OPTION OF RESIGNING FROM YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON OR NO REASON. THIS ALSO MEANS THE COMPANY HAS THE SAME OPTION TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON OR NO REASON.

The Company may modify or terminate any provisions of this handbook or any other policies and procedures at any time, with or without notice. The provisions of this handbook supersede any and all previous or other handbooks or statements of policy or procedure, whether written or oral. Only an authorized officer of the Company has the authority to enter into individual contracts of employment and does so only by a written agreement signed by the individual employee and an authorized officer of the Company.

1.0 EMPLOYMENT POLICIES & PROCEDURES

1.1 EQUAL EMPLOYMENT OPPORTUNITIES

The Company complies with all applicable laws prohibiting discrimination against qualified applicants or employees in hiring or any decision affecting the terms and conditions of employment, based on age, gender, sex, sexual orientation, gender identity, pregnancy and childbirth or related medical conditions, race, color, creed, religion, national origin, marital status, disability, status as a covered veteran, as well as any other characteristics protected by federal, state, or local law.

1.2 UNLAWFUL HARASSMENT

The Company is committed to offering employment opportunity based on ability and performance, in a productive climate, free of discrimination. <u>Accordingly, harassment of any kind by supervisors or co-workers will not be tolerated</u>. In addition, the Company will protect employees, to the extent possible, from reported harassment by non-employees in the work place.

In general, ethnic or racial slurs, jokes and other verbal or physical conduct relating to a person's age, gender, sex, sexual orientation, gender identity, pregnancy and childbirth or related medical conditions, race, color, creed, religion, national origin, marital status, disability, status as a covered veteran, as well as any other characteristics protected by federal, state, or local law constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work environment.

Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical and verbal conduct of a sexual nature by supervisors or others in the work place of the same or opposite sex. Sexual harassment exists when:

- 1. Supervisors or managers of the same or opposite sex make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion, or retention;
- 2. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignments, etc.

Sexual harassment may also exist when co-workers (or non-employees, such as vendors and patrons) of the same or opposite sex engage in such conduct, when the conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

If you believe that you are being harassed by any person in connection with your employment at the Company, you must bring the incident to the attention of your supervisor. If that would prove

to be uncomfortable or you are not satisfied with your supervisor(s) handling of the complaint, you must bring the matter to the attention of our Human Resources Department. If bringing the matter to the attention of our Human Resources Department would be uncomfortable or you are not satisfied with the Human Resource Department's handling of the complaint, you must bring the matter to the attention of the Company President.

The Company will promptly investigate all allegations of discrimination and/or harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a manager or supervisor be allowed to threaten or retaliate against an employee who alleges harassment.

Employees found to have engaged in harassment or retaliation in violation of this policy will be subject to disciplinary action, up to and including termination.

1.3 NO RETALIATION POLICY

Employees who in good faith report discrimination or unlawful harassment or participate in the investigation will not be subject to retaliation or reprisals as a result of reporting the matter or providing testimony.

1.4 Pregnancy Accommodation Policy

The Company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

1.5 <u>DISABILITY ACCOMMODATION POLICY</u>

The Company is committed to complying fully with federal and state laws protecting qualified individuals with disabilities. We will make reasonable accommodation for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to the business. It is the employee's responsibility to notify his or her supervisor and/or Human Resources of the need for an accommodation. Upon doing so, the Company may ask for the employee's input on the type of accommodation that may be necessary based on the functional limitations caused by the disability. Also, when appropriate, the employee may need to provide permission to obtain additional information from his or her physician. The Company will not seek genetic information in connection with the request for accommodation and all medical information shall be treated as confidential.

1.6 IMMIGRATION LAW COMPLIANCE

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new

employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. All offers of employment with the Company are conditioned upon furnishing evidence of identity and legal authority to work in the United States in compliance with the federal law. Providing falsified documents of identity and eligibility to work in the United States will result in cancellation of your consideration for employment or dismissal if employed. Every rehired employee must also satisfy this requirement.

1.7 Introductory Period

All newly hired employees are required to complete an introductory period of sixty (60) calendar days. This introductory period is intended to provide both you and the Company with the opportunity to get to know each other. During this time, you have the opportunity to demonstrate:

- a. That you are capable of performing the job for which you were hired;
- b. That you understand the policies and procedures of the Company;
- c. That you are suitable for employment at the Company; and
- d. That you are able to establish a sound record of attendance and punctuality.

At the Company's discretion, the introductory period may be extended beyond sixty (60) days.

Introductory employees are not normally eligible for benefits. Any exceptions to this general rule will be addressed in the specific policy explaining the benefit.

The successful completion of the introductory period is not a guarantee of employment for any specific duration. All employment at the Company is at-will unless an employee has an agreement signed by the President of the Company stating otherwise.

1.8 PERSONAL APPEARANCE & BEHAVIOR

Our society dictates to us certain standards of personal conduct, and personal hygiene is an important facet of this conduct. It is important to your health and safety, as well as the comfort of your coworkers, to maintain good personal hygiene practices. Regular bathing and clean clothing should be a part of everyone's daily routine. Hair and beards should be kept neatly trimmed. Long hair shall be pulled back and tied up so as to prevent being tangled in machinery and equipment. Any employee that requires a reasonable accommodation for reasons based on religion, disability, or other grounds protected by federal, state, or local laws should contact their supervisor or Human Resources to request such an accommodation.

1.9 Dress Code

Each employee is expected to dress appropriately for his or her particular job. Supervisors will

offer guidance as to the proper attire for your job. Supervisors may also establish special requirements for reasons of safety.

Due to high heat levels in the summer, employees in production, fusion, shipping, and maintenance are allowed to wear shorts on hot days. The shorts shall not be shorter than 4" above the knee. The decision to wear shorts shall be made by the individual, but each person must consider the type of work and the conditions they are working under at the time, and determine if shorts are the appropriate choice of attire.

1.10 Non-Solicitation/Distribution Of Materials

For the purpose of maintaining an orderly working atmosphere, or avoiding unnecessary interruptions of employees at their work, and of preserving security as to funds, records, and confidential information throughout the Company:

- Distribution of written materials or solicitation by non-employees on Company property is prohibited;
- Distribution of written materials by employees is prohibited in working areas or during working time;
- Solicitation by employees is prohibited during working time. An employee may not engage in solicitation of other employees during working time;
- Working time does not include meal, break, or rest periods or other specified times during the work shift when employees are not engaged in performing their work tasks;
- Off duty employees are prohibited from entering any area of the Company not open to the general public, and are prohibited from interfering with an on-duty employee's performance of his or her work tasks;
- Company bulletin boards are for Company use only;
- The policy applies to all employees of the Company. Employees are asked to report any violations of this policyto their supervisor.
- Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the National Labor Relations Act ("NLRA"), such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

1.11 PERFORMANCE EVALUATIONS

To ensure that you perform your job to the best of your abilities, it is important that you are

recognized for good performance and that you receive appropriate suggestions for improvement when necessary. To achieve this goal, the Company evaluates your performance on an ongoing basis and will attempt to give you a written performance evaluation at least once per calendar year. If you have not received a performance evaluation in accordance with this time frame, it is your responsibility to notify your supervisor and the Human Resources Department to help us ensure that the appraisal process is administered in a timely manner.

All written performance evaluations will be based on your overall performance in relation to your job responsibilities and will also take into account such factors as attendance, tardiness, conduct, demeanor and attitude towards the Company, your fellow employees and our patrons.

A performance evaluation is not a contract or a commitment to provide a pay raise or other compensation adjustment, promotion, bonus, continued employment or retention. Such an evaluation is but one of several factors the Company may consider in making these and other employment decisions.

1.12 CONFIDENTIALITY

This Company exists in a competitive environment. In your job you will learn information about this Company, its business, customers, and employees, which could be harmful to this Company's ability to remain as a strong competitor if the information were disclosed to the Company's business competitors. Some of this information will be marked as confidential, and should not be disclosed to anyone who does not have authority to receive that information. However, you may not always be able to determine that any particular information should be treated confidentially. Therefore, you should take care not to discuss with family, friends, neighbors, or any other person who is not an employee of this Company, information about this Company's finances, business plans and operations, production, facilities, customers, suppliers, employees or research and development, unless you are directed by your supervisor to do so in the normal course of your job duties. If you receive a demand from any person including any federal, state, or local government official, for confidential or trade secret information of the Company, you must report such a demand to management. You will not be disciplined and may not be held criminally or civilly liable under any federal or trade secret law for the disclosure of a trade secret or confidential information that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or if the disclosure is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Additionally, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

1.13 No Expectation Of Privacy

Employees of the Company do not have a reasonable expectation of privacy with respect to their work at the Company. We reserve the right to monitor the work, work area and work product of

its employees. This includes the right to monitor all means of communication internal or external including telephonic, voice mail, and e-mail communications, as well as use of the Company's computers, workstations and registers. It also includes the right to conduct reasonable searches of employees, their work areas and their belongings (e.g., desks, lockers, briefcases, PDAs, automobiles, coats, bags, purses) upon the Company's reasonable suspicion of theft, possession of illegal drugs or alcohol, or the commission of any other offense that is against the Company's policy or the law.

1.14 PERSONNEL INFORMATION/CHANGES IN STATUS

It is important to you and the Company that accurate records and current information be kept on file. Please report any changes relative to your records such as: changes in address, phone number, dependents, insurance beneficiaries, etc. Also make sure your supervisor has your correct phone number, or other means in which to contact you when necessary.

1.15 ETHICAL STANDARDS/CONFLICT OF INTEREST

Employment by the Company carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the Company. Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The Company recognizes and respects the individual employee's right to engage in activities outside of his or her employment that are private in nature and do not in any way conflict with, compete with, or reflect poorly on the Company. Management reserves the right, however, to determine when an employee's activities represent a conflict with the Company's interests and to take whatever action is necessary to resolve the situation-including dismissing the employee.

It isn't possible in a general policy statement of this sort to define all the various circumstances and relationships that would be considered "unethical" or that indicate that a conflict of interest exists. The list below suggests some of the types of activities that would reflect in a negative way on the employee's personal integrity or that would limit his or her ability to perform job duties and responsibilities in an ethical or impartial manner:

- 1. Simultaneous employment by another firm, particularly if the other firm is a competitor or supplier.
- 2. Carrying on Company business with a firm in which the employee or a close relative of the employee has a substantial ownership or interest.
- 3. Holding a substantial interest in, or participating in the management of a firm to which the Company makes sales or from which it makes purchases.
- 4. Accepting substantial gifts or excessive entertainment from an outside agency or organization.

- 5. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Company.
- 6. Participating in civic or professional organization activities in a manner whereby confidential Company information is divulged.
- 7. Misusing privileged information or revealing confidential data to outsiders.
- 8. Using one's position in the Company or knowledge of its affairs for outside personal gains.

1.16 PERSONAL TELEPHONE CALLS

The Company recognizes that employees sometimes place or receive personal calls on Company telephones. However, the telephone system is intended primarily to serve the needs of the business, and it is essential that we keep personal calls from interfering with that purpose.

Cellular phones are prohibited for personal use during your work period. If you have personal calls to make you may do so during designated or approved breaks only.

1.17 <u>ELECTRONIC COMMUNICATIONS & COMPUTER POLICY</u>

The Company prides itself with the state-of-the-art technology it uses. All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of the Company and as such are to be used solely for job-related purposes. Employees using of any of the Company's software and business equipment, including, but not limited to, facsimiles, computers, e-mail system or the Internet, for personal purposes do so at their own risk.

The Company's policies prohibiting harassment apply to the use of the Company's electronic and telephonic communications systems. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on age, gender, sex, sexual orientation, gender identity, pregnancy and childbirth or related medical conditions, race, color, creed, religion, national origin, marital status, disability, status as a covered veteran, as well as any other characteristics protected by federal, state, or local law.

Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the Company's Information Technology Manager. All pass codes are the property of the Company and no employee may use a pass code or access code that has not been issued to that employee or that is unknown to Company management. The improper use of the e-mail system or Internet (e.g., spreading offensive jokes or remarks) will not be tolerated.

To ensure that the use of electronic and telephonic communications systems and business

equipment is consistent with the Company's legitimate business interests, authorized Company representatives may monitor the use of such equipment from time to time. This includes monitoring e-mail and Internet usage of any kind.

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

You are expressly advised that to prevent against misuse, the Company reserves the right to monitor, intercept, and review, without further notice, every employee's activities using the company's IT resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The Company may also store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without notice.

Do not use the Company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the Company.

Use of the Internet as part of your job at the Company includes all restrictions which apply generally to the use of the Company's e-mail and other electronic and telephonic equipment, as noted above. In addition, the following rules apply with respect to Internet usage:

- <u>No Browsing of Offensive Internet sites</u>. Use of the Internet should be for business purposes only. Browsing of sites that contain pornographic material, promote gambling of any nature or contains material that could be deemed offensive is strictly prohibited.
- <u>No Downloading of Non-Business Related Data</u>. The Company allows the downloading of files from the Internet. However, downloading files should be limited to those which relate directly to Company business.
- <u>No Downloading of Application Programs</u>. The Company does not permit the download or installation on Company computers of application software from the Internet. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard the Company applications.

- No Participation in Internet-based Surveys Without Authorization. When using the Internet, the user implicitly involves the Company in his/her expression. Therefore, users should not participate in Internet or e-mail based surveys or interviews without authorization.
- <u>No Use of Subscription-based Services Without Prior Approval</u>. Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the express approval of their supervisor or the Company's Human Resources Manager.
- <u>No Violation of Copyright</u>. Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws that apply to print media still apply to software and material published on the Internet. Employees are permitted to print out Internet pages and to download material from the Internet for informational purposes as long as the purpose for such copying falls into the category of "fair use". Please do not copy or disseminate material that is copyrighted. Employees having any questions regarding such materials should contact our Human Resources Manager for guidance.

Employees who violate this policy are subject to disciplinary action, up to and including discharge.

Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the NLRA, such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

1.18 **Outside Employment**

The Company depends on you to devote your full attention and effort to the duties to which you have been assigned. Therefore, our full-time employees are asked to refrain from working elsewhere if at all possible. Should you find it necessary to take an additional job, a letter stating the conditions of the second position must be approved by your supervisor and Company Management. This should be done prior to acceptance of any outside employment.

Under no circumstances will approval be given for work at another Company which is in the same line of business as this Company, or that would otherwise pose a conflict of interest to continued employment with the Company.

It must be realized that employment with the Company is the employee's primary responsibility. Outside employment will not be considered an excuse for poor performance, absenteeism, tardiness, or refusal to work overtime.

For more information on situations that may create a conflict of interest, <u>see</u> the Ethical Standards/Conflict of Interest policy.

1.19 BEFORE & AFTER WORK TIME

We ask that you limit your time in the workplace before your scheduled work starts and after your work ends to 15 minutes.

2.0 EMPLOYEE JOB CLASSIFICATION/WAGES

2.1 FEDERAL WAGE & HOUR LAW

All employees are classified as either exempt or nonexempt under the provisions of the Federal Wage and Hour Law. Exempt employees are not eligible for overtime payments. Nonexempt employees are eligible for overtime pay. Nonexempt employees must receive advance approval from their supervisor before working overtime.

To be classified as an exempt employee, your salary, nature of work, and duties must meet the requirements for one of the following categories:

- Executive (Managerial or Supervisory)
- Administrative
- Outside Sales
- Professional
- Other Applicable Exempt Category

All employees will be notified as to their status-exempt or nonexempt.

Promotions and vacancies will be filled from within the Company whenever possible, provided a suitable candidate is available. Employees who have left the Company voluntarily or due to layoff who request reemployment will generally be given consideration for open positions for which they are qualified. It is the Company's policy not to reemploy those who have been involuntarily discharged.

2.2 <u>EMPLOYMENT STATUS</u>

- 1. Full Time: Employees who regularly work at least 24 hours per week are considered full time employees. These employees will be eligible for Company health/dental insurance benefits after 60 days of continuous full time employment.
- 2. Part Time: Employees who regularly work less than 24 hours per week are considered part time employees. These employees are not entitled to Companybenefits.
- 3. Temporary: Employees who work for a limited period of time, i.e., summer jobs, etc., are

considered temporary employees. These employees are not entitled to Company benefits.

If an employee is hired as part time or temporary, and after a period of time, that status is changed to full time, the employee will be eligible for Company benefits after 60 days of continuous full time employment.

2.3 WAGE & HOUR POLICY

Employees covered by the provisions of the Federal Fair Labor Standards Act shall be paid for all hours worked, as defined by the Act, and shall be paid overtime in accordance with that law. The Company shall also abide by applicable state wage and hour laws and regulations. An exempt employee's salary covers all hours worked, regardless of the employee's scheduled or tracked hours.

2.4 NORMAL WORK HOURS

The Company shall operate with a normal workweek of 40 hours. The normal workweek for management, office, maintenance, and shipping departments shall be defined as 8:00 a.m. Monday until 5:00 p.m. Friday. Daily hours will be 8:00 a.m. - 12:00 noon, and 1:00 p.m. - 5:00 p.m. Management shall reserve the right to require additional hours as circumstances warrant.

The normal workweek for the production department will be from 7:00 a.m. Monday until 7:00 a.m. Saturday. The production department will work three shifts, in each 24-hour day. Daily shifts are as follows:

Shift	Hastings	Nampa
1st Shift	7:00 a.m. - 3:00 p.m.	8:00 a.m. – 4:00 p.m.
2nd Shift	3:00 p.m. – 11:00 p.m.	4:00 p.m. – 12:00 a.m.
3rd Shift	11:00 p.m. – 7:00 a.m.	12:00 a.m. – 8:00 a.m.

The 1st and 2nd shifts will generally rotate every 5th Monday. Certain Holidays may affect rotation schedules. The 3rd shift is a permanent shift.

2.5 OVERTIME

Recognizing that unusual and pressing demands for products from our customers has a large bearing on work schedules, management reserves the right to assign overtime hours at its discretion, as production requirements dictate.

The Company will pay overtime as governed by federal and state law. Nonexempt employees will be paid time and a half (1 1/2) for all hours actually **worked** over a total of 40 per week. All overtime hours must be approved in advance.

2.6 <u>CALL-IN PAY</u>

Employees called in for emergencies after normal working hours will receive a minimum of 2 hours call in pay, unless he or she is called in less than 2 hours prior to start of the normal work period.

2.7 <u>Lactation Breaks</u>

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. The Company will provide the employee a private room, other than a bathroom, for lactation breaks.

2.8 PAY PERIODS

Each pay week begins at 7:00 a.m. Sunday and ends at 7:00 am. the following Sunday for Hastings and begins at 8:00 a.m. Sunday and ends at 8:00 a.m. the following Sunday for Nampa. Paychecks are issued to employees, every other Thursday, covering the prior two-week period. This system provides 26 pay periods in a twelve-month period.

2.9 TIME RECORDS

Federal labor laws require the accurate keeping of records of hours worked. The Company shall provide a system to record the hours worked for all hourly employees. The Company expressly prohibits any employee from changing, falsifying, or activating the time system for another employee, unless done by supervisory or management approval and then only by a supervisor or manager.

Employees will not be authorized to punch in any earlier than 15 minutes before their scheduled start time. Overtime for punching in early or punching out late will not be paid unless it has been authorized by your supervisor.

2.10 COMPLAINT PROCEDURE REGARDING DEDUCTIONS/OVERTIME ELIGIBILITY

The Company respects its obligations under the various federal, state and local laws that govern the workplace, including the Fair Labor Standards Act (FLSA). Accordingly, the Company strictly prohibits the making of improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA.

In the event you believe the Company has made an improper deduction from your wages, you must promptly bring the matter to the attention of our HR Manager. If you are not satisfied with the HR Manager's handling of your complaint, you must bring the matter to the attention of the

President. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

2.11 WAGE & SALARY RATES

Wage and salary rates are directly linked to an employee's performance. A new employee's actual starting pay will generally reflect current rates for employees in the same or similar positions within the same or similar departments. It generally does not exceed the midpoint of the range for the job.

For exempt employees, the starting salary shall generally reflect current rates of pay for employees in similar positions in the Company and the industry. The Company recognizes that in some instances, starting salaries for exempt employees may go below or above the midpoint of the existing range for the position. The Company further recognizes that salaries for some exempt positions are open to negotiation between the Company and the applicant.

3.0 BENEFITS

With respect to the benefits outlined in this Section, employees should reference applicable benefit plan documents for specifics relating to the benefits provided by the Company. Any discrepancy between this Handbook and the benefit plan documents will be resolved in favor of the benefit plan documents.

3.1 HOLIDAYS

The Company recognizes the holidays generally observed in this country as listed below. As a full-time employee, you will be given paid time off for these holidays.

To be paid for a holiday you must be present on the scheduled working day immediately preceding the holiday and the scheduled working day immediately following the holiday. Supervisors may make exceptions to this rule only for valid reasons, such as absence due to illness or vacation time.

Holidays falling on Saturday are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed the following Monday.

You are paid your regular rate of pay for holidays. Anyone required to work on a holiday will be paid double your regular rate of pay.

Employees shall not be eligible for paid holidays until completing 60 days continuous employment. The paid holidays are:

New Year's Day Labor Day Christmas Day

Memorial Day Thanksgiving Day Employee's Birthday

3.2 <u>Insurance Benefits</u>

The Company will provide all full-time employees with an Employee Group Insurance Program. The Group Insurance Program provides you and your family with protection against those unexpected expenses and situations that can create personal and family hardships. This plan includes Group Term Life Insurance, and long term Disability Insurance, Group Medical, Surgical, Hospitalization, and Dental coverage. The medical and dental plans are designed to protect you and your family from major financial loss resulting from hospital, surgical and other medical and dental expenses.

3.3 LONG-TERM DISABILITY

This coverage is currently available to all full-time employees who have completed 60 days continuous employment. The premium for this coverage is paid for by the Company. In addition, employees are encouraged to review Section 3.12 as it relates to the Company's Salary Continuation Policy to determine terms, conditions and eligibility for this benefit.

3.4 GROUP MEDICAL, DENTAL & GROUP TERM LIFE

The Group Medical, Dental and Term Life Insurance Plan is available to all full-time employees who have completed 60 days of continuous employment. The premium for medical and dental coverage will be shared by the Company and the employee. Your portion of the premium will be deducted from your paycheck. The premium for the group term life is paid for by the company.

3.5 WORKERS'COMPENSATION INSURANCE

The Company according to all applicable federal and state laws carries worker's Compensation Insurance. This coverage is provided to you to protect you and your family as a result of injuries sustained while on the job. Worker's Compensation Insurance pays for medical expenses as well as disability benefits, should you become disabled due to an injury in the workplace. The maximum benefits under federal and state law are paid in the event of an on-the-job injury. The Company pays the premium for this protection. There is by law a 7-day waiting period before benefits may be paid for a disability. All employees are eligible for Worker's Compensation coverage.

3.6 UNEMPLOYMENT INSURANCE

Unemployment Insurance is carried according to applicable state laws. An employee is eligible to apply for unemployment benefits at the State Employment office if he or she is unemployed for more than one week, through no fault of their own.

3.7 PAID SICK LEAVE

The Company will provide all full-time employees protection against complete loss of income for absence from work due to a bona fide illness.

This program is designed to cover you for doctor visits and brief illnesses that result in an absence of less than one week. Since such events can occur more than once in a year, we urge you to consider using your earned sick leave time for the more serious forms of illness.

This program has provisions for those employees who do not use their earned sick leave by the end of their anniversary date:

- Paid sick leave is earned at a rate of 40 hours per year.
- Paid sick leave is accrued from your date of employment.
- Sick leave is paid at your regular rate of pay.
- A new employee is restricted from using accrued sick leave for the first 60 days of employment.
- Unused, earned sick leave can be paid out on your anniversary date. You may accumulate up to 100 hours prior to any cash out. Upon reaching the cap, a **minimum** of 24 hours will need to be cashed out, and the 100 hour cap cannot be exceeded for any reason. Sick leave can be used or paid out in no less than 1 hour increments.
- Unused sick leave is forfeited if employment is terminated for any reason.
- If you are ill and (1) will be absent for more than one week, and/or (2) have exhausted any earned sick leave, you may be eligible to apply for either a serious health condition leave or a personal leave of absence in accordance with the Company's Family and Medical Leave and Personal Leave policies.

3.8 VACATION

The Company believes that periodic vacations from work are a healthy and desirable part of everybody's life, and so will provide all full time employees paid vacation.

Vacation may be taken any time of the year as approved by your supervisor, but it is your responsibility to advise your supervisor as early as possible with requested dates, in writing.

Every reasonable attempt will be made to honor the vacation dates requested. Should conflicts arise in scheduling, management reserves the right to honor time for the employee with most seniority and the earliest requests.

As a full time employee, you will earn paid vacation for each pay period worked. Earned vacation may not be taken prior to completion of your 60 day probation period, but is available for <u>use</u>

beyond that time.

You may accrue up to one and one-half times your annual vacation entitlement before you must begin taking vacation time. This cap cannot be exceeded for any reason and additional vacation will not accrue while an employee is at his or her cap. Vacation time cannot be taken in less than 4 hour increments, unless approved by your immediate supervisor.

Pay in lieu of vacation time is not permitted while you are employed.

Upon termination, employees will be paid for unused accrued vacation pursuant to the Company's Customary Payroll Practices.

Vacation pay is based on the 40-hour workweek of the Company. Vacation pay will be paid on a regular payday.

If you choose a vacation time which includes a paid holiday, you will not have that holiday time charged to your vacation pay.

You are paid your regular rate of pay for paid vacation. Vacation will be earned on the following schedule:

Years of Service	Earned Vacation Hours		
1 through 4	80		
5 through 9	120		
10 and thereafter	160		

3.9 RETIREMENT PLAN/401(K)

The Company will offer all <u>full</u> time employees a 401(K) retirement plan. You will be eligible to participate in the plan after you have completed 60 days of service, and have reached the age of 21 years. Information on this plan will be mailed directly to your home upon eligibility.

3.10 FAMILY & MEDICAL LEAVE

I. Eligibility for Leave

A. Any employee who has been employed by the Company at least one (1) year and has worked at least 1,250 hours during the twelve (12) months preceding the commencement of a leave of absence is eligible for a unpaid family or medical leave, and works at a worksite where fifty (50) or more Company employees are employed or within seventy-five miles of that worksite, is eligible for an unpaid family or medical leave of absence if certain conditions are met ("eligible employee"). In appropriate circumstances, the eligible employee will be returned to the same or an equivalent position following the leave. This leave shall be provided

in accordance with Federal law.

- B. An eligible employee is entitled to family and medical leave for one or more of the following reasons:
 - (1) birth of a son or daughter, and care for the newborn son or daughter, if concluded within twelve (12) months of the birth of the child;
 - 2) placement with the employee of a son or daughter for adoption or foster care, if concluded within twelve (12) months after placement;
 - (3) care for the employee's spouse, child, or parent who has a serious health condition;
 - (4) inability of the employee to perform the functions of his or her position due to a serious health condition;
 - (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
 - (6) care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the service member.

II. Required Notice

A. If the necessity for the leave is foreseeable, an employee must provide the Company with thirty (30) days advance written notice of a request for a leave. Leave is deemed to be foreseeable if it is for an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day. In all instances, an employee is required to provide the Human Resources Department with specific notice of his or her need for leave. Employees on approved FMLA leave are required to abide by the Company's call-in policies and must indicate that their absence is FMLA related for the absence to be approved.

III. Medical Certification

- A. An employee requesting leave based on a serious health condition, whether it involves the employee or family member, must provide a medical certification form to the Human Resources Department. The medical certification form must be completed and signed by the employee's health care provider.
 - The completed certification form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.
- B. In all cases of leave for medical reasons, the Company reserves the right to request a second medical opinion, at our expense, if the validity of the first medical certification is in doubt. The Company shall designate the health care provider to furnish the second opinion. If the opinions of the employee and the Company's designated health care providers differ, the Company may require the employee to obtain a third medical opinion at the Company's expense. The third health care provider will be chosen jointly by the Company and the employee. The third opinion is final and binding.
- C. The Company may request recertification no more often than every (thirty) 30 days and only in connection with an absence by the employee. However, if the medical certification indicates that the minimum duration of the condition is more than 30 days, the Company must wait until that minimum duration expires before requesting a recertification. In all cases, the Company may request a recertification of a medical condition every six months in connection with an absence by the employee. The Company may request recertification in less than 30 days if: 1) the employee requests an extension of leave; or 2) circumstances described by the previous certification have changed significantly; or 3) the Company receives information that causes doubt upon the employee's stated reason for the absence of the continuing validity of the certification.
- D. In dealing with any sensitive personal or health care matter where confidentiality is desired, employees are urged to deal directly with the Human Resources Department. Information will be passed on to others in the Company on a need to know basis. In any case, however, a employee's medical certification will be treated as a confidential medical record, which will be maintained separately from an employee's personnel file.

IV. Service members Certification

A. An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must provide the Human Resources Department with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military

member's active duty service.

An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must also provide a certification form to the Human Resources Department that must be signed and completed by the employee. The completed certification form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

B. An employee requesting leave to care for a covered service member with a serious injury or illness, must provide a certification form to the Human Resources Department that must be signed and completed by the employee. The completed certification must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In lieu of a certification, the employee may submit as certification "invitational travel orders" or "invitational travel authorization" issued to any employee's family member to join a qualified injured or ill service member at his or her bedside.

V. Length of Leave

- A. Each eligible employee may be granted an unpaid family and medical leave, including maternity leave, for a period up to twelve (12) weeks (during any twelve (12)-month period). In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date an employee uses leave.
- B. An eligible employee may be granted an unpaid family and medical leave to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, for a period of up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. An employee requesting leave will be required to use any unused accrued paid sick/bereavement and vacation leave as part of the FMLA leave. Once such accrued benefits are exhausted, the balance of your FMLA leave will be without pay.

VI. Benefits during Leave

A. An employee on a family or medical leave will be retained on the Company's health plan under the same conditions as active employees, except that the employee

must make arrangements with the Human Resources Department for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty (30) days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave (*i.e.*, the use of paid vacation leave while on FMLA leave), the appropriate deductions will be made in the same manner as the employee's regular paycheck. All benefits that operate on an accrual basis (*e.g.*, paid personal leave) will cease to accrue during any period of unpaid leave. All paid leave available to employees, including vacation, sick, paid time off, or parental and childbirth leave, will run concurrently with any FMLA leave.

- B. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
 - (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
 - (2) the failure to return stems from circumstances beyond the control of the employee.

VII. Return from Leave

- A. An employee returning from leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave.
- B. In dealing with leaves involving a serious health condition of an employee, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the Company must receive a fitness-for-duty certificate from the employee's health care provider stating that the employee is able to resume work.

VIII. Reduced Work Schedule

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt Company operations, and the Company reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule is based on planned medical treatment, the Company reserves the right to temporarily transfer the Employee to a comparable position that better accommodates the employee's recurring periods of leave.

In other cases in which an employee is eligible for family or medical leave, such as the birth, adoption or placement of a child, the Company will review the individual circumstances involved when determining whether to allow leave on a reduced schedule. Circumstances we will review include, but are not limited to, the employee's length of service, number of previous requests, duties, workload and employee's past job performance.

Any time permitted based on a reduced work schedule will be treated in the same manner as absence under the family and/or medical leave policy, and such absence will be applied to the leave permitted under the policy.

3.11 PARENTAL & CHILDBIRTH LEAVE POLICY

The Company wants to support families at that critical time when children are born or adopted. We recognize the importance of mother's having time to recover from childbirth. We also recognize the value of mothers and fathers bonding with a new child in the early weeks. All paid leave provided under this policy will run concurrently with any leave under the Family and Medical Leave Act.

A. Parental Benefits

Under this policy, eligible mothers will receive the following:

- 1) Three weeks paid medical leave for recovery after childbirth.
- 2) One week paid parental leave.
- 3) Approved paid medical leave for recovery from childbirth must be taken continuously starting at the point of childbirth.
- 4) Approved parental leave may be taken anytime during the six-month period immediately following the birth, adoption, or placement of a child.

Under this policy, eligible fathers or partners will receive the following:

- 1) One week paid parental leave.
- 2) Approved parental leave may be taken anytime during the six-month period immediately following the birth, adoption, or placement of a child.

B. Eligibility

Eligible employees must meet the following criteria. To plan for parental leave benefits, an employee must provide his/her manager with a notice at least 30 days prior to the proposed date of leave.

- Be full time or part time permanent employee (temporary employees or interns are not eligible)
- Employee must:
 - o have given birth to a child; or
 - o be spouse or committed partner of a woman who has given birth to a child; or
 - o have adopted or been placed with a foster child.

C. Other Considerations

- Upon termination of an individual's employment, he or she will not be paid for any unused paid parental or childbirth leave.
- Centennial Plastics, Inc. provides pregnancy and parental leaves of absence to all eligible employees in accordance with the Family Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), and Americans with Disabilities Act (ADA), and any applicable state law. Please contact Human Resources with any questions about your eligibility for FMLA leave or if you require a reasonable accommodation relating to your pregnancy.
- Where permitted by state and federal law, paid parental and/or medical leave for recovery after childbirth taken under this policy will run concurrently with leave pursuant to the FMLA, PDA, ADA, or other applicable state law.
- All employee-related health and 401k benefits will be maintained during the medical and parental leave periods.
- Paid holidays during a medical or parental leave period do not extend the total paid parental leave entitlement.

3.12 PERSONAL LEAVE POLICY

A. Introduction

Each employee plays a vital role in the Company's ability to serve its clients. Therefore, it is important that all employees be available and present at the Company when needed to work. However, the Company recognizes that employees occasionally need time away from work to attend to personal matters. In these cases, employees may apply for a personal leave of absence.

B. Eligibility

You may be eligible for a personal leave of up to three months a year if, at the time of your request, you: (1) have been employed by the Company for at least twelve consecutive months and (2) are regularly scheduled to work at least 20 hours a week.

C. Policy

If you are eligible under this policy, you may request personal leave of absence if: (1) you

need time off for a reason not covered by other leave of absence policies; or (2) you have exhausted your paid and unpaid leave and need additional time off. Personal leave of absence may be used, for example, for reasons not covered by the FMLA policy, or for similar non-routine types of occurrence. Leaves may be granted for a period of up to three months if you are regularly scheduled to work 40 hours a week, up to two months if you are regularly scheduled to at least 30 hours but fewer than 40 hours a week, and up to one month if you are regularly scheduled to work at least 20 hours but fewer than 30 hours a week.

If you wish to take a personal leave of absence, you must apply in writing to your supervisor. Your application should be submitted at least one month before the intended start date for your requested leave. Your application should state: (1) the intended starting date for leave; (2) the intended ending date for leave; and (3) the reason for requesting leave. If you are requesting leave for medical reasons, the Company may request that you provide periodic medical certification that you are unable to work. The Company has the right to grant or deny personal leave in its sole discretion.

Personal leave shall be without pay and without benefits. You may choose to continue health insurance coverage during leave by paying the insurance premium to the Company.

You must give written notification to your supervisor of your intent to return to work at least two weeks before the ending date of your personal leave. Upon completion of your personal leave, the Company will place you in your previous position if it is still available. If your previous position is no longer available, the Company will try to place you in a position for which you are qualified and able to perform, with or without reasonable accommodation, at the regular rate of pay for that position. If no such position is available, your employment will be terminated and your name will be placed on a preferential hiring list for a period of three months from the date on which your personal leave ended. Former employees on the list will be offered, in the order of placement on the list, the first available position for which they are qualified and able to perform, with or without reasonable accommodation. If you: (1) are not able to return to work at the end of your personal leave; or (2) do not return to work after your leave has ended and a position has been offered to you, you will be considered to have voluntarily terminated your employment. Exceptions may be made to this policy pursuant to the Company's disability accommodation policy.

3.13 SALARY CONTINUATION PLAN

The Company has established a Salary Continuation Plan to supplement the Company's Paid Sick Leave Policy, Long Term Disability Policy and Workers' Compensation Program.

A. Eligibility

Under this Salary Continuation Plan, full-time regular employees who have completed at least one (1) year of service with the Company may be eligible for salary continuation benefits for a maximum of eighty-three (83) calendar days during any leave of absence resulting from the employee's serious health condition as defined in the Company's Family and Medical Leave

Policy.

To qualify for benefits, the employee must apply for and be granted a formal leave of absence under the Company's Family and Medical Leave of Absence Policy and provide the Company with a statement from his/her physician verifying the serious health condition and the expected date of return. The Company reserves any rights it has under its Family and Medical Leave Policy with regard to the qualification of the employee and rights to have the employee examined by a Company-designated physician. The employee may be required to provide additional physician statements as permitted under the Company's Family and Medical Leave Policy.

No benefits are payable under the Salary Continuation Plan if the employee's serious health condition is connected to work the employee performed for another employer.

B. Benefit

Available salary continuation for eligible employees shall be based on the following schedule:

<u>Length of Employment</u> <u>Days of Salary Continuation In Any Qualifying 12 Month Period</u>

Less than 1 year 0 days

1 year or more 83 calendar days

A seven (7)-calendar day waiting period exists so that eligible employees shall not begin receiving salary continuation until the eighth (8th) calendar day after the eligible employee's leave of absence commences.

The salary continuation benefit to be paid to an eligible employee shall consist of sixty percent (60%) of the employee's regular salary (minus all standard deductions), and the employee shall be required to supplement the remaining forty percent (40%) of the employee's regular salary with any accrued unused paid vacation or sick leave that is available to the employee.

The receipt of benefits under the Salary Continuation Plan is not to be construed as a guaranty of employment for any specific duration and, like all of the Company's policies, this Plan may be changed at any time by the Company, with or without notice. The cost to provide the salary continuation benefits is currently paid completely by the Company. Any and all rights related to the amount of leave to which the employee is entitled shall be dictated by the terms of the Company's Family and Medical Leave Policy.

3.14 MILITARY DUTY

If you are a full time employee with 6 months of service and a member of a military guard or reserve unit that is required to attend a two-week training session annually, we provide a plan that allows you to perform that obligation without loss of income to you. The Company will pay you the difference between your normal pay and the pay you received in military pay for the two-week period.

3.15 MILITARY LEAVE

Employees who enter active military duty with any branch of the Armed Forces of the United States will be granted a military leave of absence without pay as required by applicable law. Employees who have been granted a military leave of absence will be reemployed in accordance with all applicable Federal and State laws.

3.16 FUNERAL LEAVE

Up to 3 days pay may be allowed for funerals of immediate family of an employee, i.e., parents, spouse, brother, sister, or children. One day's pay may be allowed for funerals of grandparents, grandchildren, uncles, aunts, "in-laws" ("in-laws" being father-in-law, mother-in-law, brother-in-law or sister-in-law), and "step"-father, mother, brother, or sister. More distant relatives are not specifically covered by this policy. Special requests should be discussed with management. Funeral time may be allowed for employees to attend the funeral of fellow employees.

3.17 Jury Duty

We believe that jury duty is a matter of civic obligation. A plan is provided which allows you to perform that obligation without loss of income to you. If you are called to jury duty and you give reasonable notice of the obligation to serve as a juror, the Company will pay the difference between your regular pay if you were to work, and the pay you receive for serving on jury duty. You should provide management a copy of the summons to serve prior to the time you are scheduled to serve. You should report to work with us on any day, or part of a day, that you are excused from duty.

3.18 OTHER TYPES OF LEAVE

The Company shall provide such other leave as required by applicable state and local laws. Please contact the Human Resources Department with any questions regarding other types of leave for the state and locality in which you work and reside.

3.19 HEARING CONSERVATION PROGRAM

The Company is always concerned about the health of our employees, and the Company offers a hearing conservation program to monitor the hearing health of its employees. You will be offered a baseline audiogram-hearing test within your first 12 months of employment. This baseline audiogram will show any indication of current hearing loss, and you may be tested periodically, based on the results of your baseline audiogram. Information obtained from testing under this program will be kept separate from the employee's personnel file and will otherwise be treated in accordance with applicable laws.

4.0 EMPLOYEE RELATIONS/COMMUNICATIONS

Sometimes we will encounter problems or difficulties at work, whether it deals with our workload, our co-workers or our supervisors. We may sometimes disagree with how things are done and may have suggestions to make things operate more smoothly. Recognizing that open communication can often solve problems and that we all have much to share with one another, the Company has an "open door" policy. Please feel free to communicate problems, suggestions, or criticisms to your supervisor at any time.

If you feel that discussing a specific issue with your supervisor is not effective or possible, then you should discuss the issue with one of the following individuals:

- 1. Your Department Manager
- 2. HR Manager

4.1 **BULLETIN BOARDS**

Bulletin boards and other designated posting areas are maintained for your convenience. Check them regularly for official memos and announcements. Employees are not allowed to post anything on the bulletin boards. See Literature & Solicitation policy.

4.2 PLANT TOURS

Plant tours to family members, customers, or other interested parties may be arranged. You must have approval in advance from management for any plant tours. You will be issued a visitor's badge and safety glasses before touring plant, which will be issued in the conference room. Visitors will be required to sign-in at the front desk.

5.0 SAFETY & SECURITY

5.1 <u>ACCIDENT PREVENTION</u>

The Company is committed to providing the best possible working conditions for all its employees. To do so, the Company shall not only comply with all current occupational health and safety and environmental laws, it shall also develop the best feasible operations, procedures, technologies, and policies to provide such conditions.

Company policy in this area is aimed at preventing any employee, visitor, customer or person residing or working near Company facilities from being subjected to any unusual health or safety risk.

Top management has taken the position that the safety of employees is the first consideration in the operation of the business. To that end the following directives are issued:

- Injuries can be prevented.
- Prevention of personal injuries is good business.
- While safety is the responsibility of each and every employee, management is responsible for providing the safest working environment possible.
- Management shall be educated and knowledgeable about accident prevention techniques.
- Training employees in safe and efficient job procedures is essential.
- The safety program will provide the guidance needed by all levels of management to maintain a safe and healthy work environment.
- The safety committee shall have the authority to enforce safety and health policies and rules.
- The Company will comply with all State and Federal Safety and Health policies and rules.

The Company shall establish comprehensive and realistic policies, based on both past experience and scientific research developments, to prevent unreasonable health or safety risks.

You and the Company have separate but dependent responsibilities with respect to achieving safe and healthful working conditions. Each employee shall comply with occupational safety and health standards and rules, regulations, and orders issued which are applicable to his or her own actions and conduct.

All employees are required to observe the following health and safety rules:

- 1. All employees must park in designated parking areas.
- 2. If you have a physical or mental condition that prevents you from performing some of your job duties, or that makes an on-the-job accident or injury more likely, please talk to your supervisor at once.
- 3. You must have a valid driver's license before operating a licensed Company vehicle, and must show it on request to your supervisor or any of his or her managers.
- 4. Do not operate any machinery, equipment or tool unless you have been properly instructed in its use and you are thoroughly familiar with all details of its operation.
- 5. Never turn on electricity, air, water, gas, or set in motion any machinery without first carefully checking to see if anyone may be injured by your act.
- 6. Report all accidents, near accidents, and injuries to your supervisor immediately. It is both

you and your supervisor's responsibility to see that prompt medical attention is given to all injuries.

- 7. Avoid any kind of horseplay, including the reckless operation of vehicles and equipment.
- 8. Any personal protective equipment such as safety glasses, hearing protection, or other safety devices required for your particular job must be used. The Company will provide them.
- 9. Do not make any kind of adjustments to machinery or equipment that you are not qualified to make.
- 10. Be aware of the hazards of working with electrical equipment and electrical cords in the wet floor areas. Always keep cords off the floor.
- 11. Be aware of any fire hazard, and report hazards immediately.
- 12. Never smoke within 50 feet of a flammable gas or liquid.
- 13. Use caution and proper lifting procedures for lifting heavy items. Get help from other persons if required.
- 14. Minor injuries such as cuts, scrapes, and burns should be treated immediately to prevent infection and other complications.
- 15. Do not move an injured co-worker unless you are qualified to do so, and have the proper training and knowledge.
- 16. Keep all work areas clean and uncluttered.
- 17. Keep rest rooms clean.
- 18. Riding on forklift forks is not allowed unless authorized for a particular task or operation.
- 19. All applicable rules and regulations for the Federal OSHA Lockout/Tagout program must be followed and adhered to.

All accidents must be reported to your supervisor immediately. He or she will refer you to the appropriate person in the office to report the details of the accident. Accident reports must be filled out within 24 hours of the occurrence. Federal and state laws require this reporting.

5.2 HAZARD COMMUNICATION TRAINING

The Company will offer all employees who may come into contact with hazardous chemicals in the workplace, training in compliance with the OSHA Employees Right To Know regulation concerning hazardous chemicals. Hazard communication training will be offered to all new employees during new employee orientation. Existing employees will be given periodic refresher training.

5.3 <u>SAFETY COMMITTEE</u>

The safety of our employees is a major concern of the Company. To make our plant the safest in the industry, we have formed a safety committee to address any and all safety and health related concerns. The committee will meet on a regular basis as determined by the committee. The safety committee is responsible for development and administration of all safety and health programs.

5.4 QUALITY CONTROL PROGRAM

It is the goal of the Company to manufacture and ship the highest quality plastic pipe in the industry. To achieve this goal, each and every employee of the Company must be quality conscious. Although we have individuals assigned in the production department to monitor quality control procedures, the responsibility for quality in our products rests with each and every employee of the Company. It is expected of each employee, regardless of work area or responsibility, to watch for poor quality products, and report any problems to your supervisor.

5.5 DRUG & ALCOHOL POLICY

The Company has committed to the maintenance of a safe and productive work environment for its employees and to provide a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The Company, therefore, has established a drug-free awareness program. Periodically, employees will be required to attend training sessions at which the dangers of drug abuse, the Company's policies relating to drugs and alcohol and the penalties that may be imposed for violations, and the availability of counseling and rehabilitation will be discussed. In addition, the Company has enacted the following Drug and Alcohol Policy.

A. Drug Policy Definitions:

- 1. **Alcohol:** any beverage that has an alcoholic content in excess of .5% byvolume.
- 2. **Drug:** any substance, other than alcohol, capable of altering the user's judgment, perception, or mood, or of impairing the user's physical reactions.
- 3. **Legal Drug:** includes prescribed drugs and over-the-counter drugs, which have been legally obtained, and are being used for the purpose for which they were prescribed or manufactured.
- 4. **Illegal Drugs:** means any drug which (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. The term includes controlled substances including, but not limited to, marijuana, cocaine, PCP, LSD, heroin and other narcotics. The

term also includes prescribed drugs, legally obtained, but not being used for prescribed purposes or prescribed drugs, which were illegally obtained.

- 5. **Reasonable Suspicion:** means reasonable grounds to suspect that the employee is in possession of illegal drugs or alcohol, or that the employee is under the influence of or impaired by illegal drugs or alcohol. Reasonable suspicion may be based upon a report of alcohol or other drug use provided by a reliable and credible source or specific observations concerning such things as appearance, behavior, or speech of the employee in question.
- 6. **Under the Influence:** means that the employee is affected by a drug or alcohol or a combination of drugs and/or alcohol at any detectable level. The symptoms of influence may include, but are not limited to, impairment of physical or mental ability such as slurred speech, problems in maintaining balance, poor work performance, sudden mood swing, or radical change in behavior. A determination of influence may be established by a professional opinion or a scientifically accepted testing procedure.

B. Drug and Alcohol Policy Application

- 1. The sale, purchase, transfer, distribution, manufacture, dispensation or unauthorized possession or consumption of alcohol on Company property, or while performing Company business is prohibited. This policy is not intended to preclude the consumption of alcohol at the Company-sponsored or authorized social functions, such as Holiday parties, picnics, and the like.
- The manufacture, distribution, dispensation, sale, purchase, transfer, use, or possession of an illegal drug while performing Company business, while on Company premises or at a Company job site is prohibited.
- 3. Reporting to work or working under the influence of illegal drugs or alcohol is prohibited
 - Except as provided below, the use or being under the influence of any legally obtained drug by any employee while performing Company business or while on Company property is prohibited to the extent such use or influence may affect the safety of the employee, co-workers, patrons, or members of the public, the employee's job performance, or the safe or efficient operation of the Company. An employee may continue to work even though under the influence of a legal drug, if Company management has determined, after consulting with a physician or pharmacist, that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action, including assignment to another job position, as determined by Company management.
- 4. Employees convicted of drug or controlled substance-related violations in the workplace, or outside of work, including pleas of nolo contendere (i.e., no contest) must inform the Company's Human Resources Department within five (5) calendar days of such

- conviction or plea.
- 5. Any violation of these rules may result in discipline up to and including discharge.
- 6. This Drug and Alcohol Policy is applicable to employees of vendors and subcontractors as well. Violation of these rules or refusal to cooperate with implementation of this Policy by such persons may result in exclusion from Company property.
- 7. Compliance with the Company's Drug and Alcohol Policy is a condition of employment.

C. Searches

- 1. The Company reserves the right to conduct reasonable searches of employees and employees of vendors and subcontractors for illegal drugs or alcohol on Company premises and job sites, including, but not limited to, vehicles, desks, lockers, bags—and work areas.
- 2. Illegal drugs or alcohol discovered in the course of a search will be confiscated until ownership is determined. When warranted, confiscated items will be turned over to appropriate law enforcement authorities.
- 3. Refusal to cooperate in a search may result in immediate suspension, pending investigation, and may result in further disciplinary action, up to and including discharge. Refusal to surrender contraband may also result in discipline, up to and including discharge.

D. Testing of Current Employees

- 1. Where the Company has a reasonable suspicion that an employee possesses or is under the influence of illegal drugs or alcohol, the employee may be required to take a urinalysis test. The employee may also be suspended without pay pending the receipt of test results and the completion of any investigation conducted by the Company.
- 2. The Company may request or require current employees to undergo testing for drugs and/or alcohol without reasonable suspicion if the employee:
 - a. has sustained a personal injury, even a minor injury, or has been involved in an accident where another individual has sustained such a personal injury and accident; or
 - b. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident where the accident results in property damage.
- 3. Refusal of a request to take a urinalysis test may result in immediate suspension without pay pending further investigation, and may also result in further disciplinary action, up to and including discharge.

- 4. If the initial test is positive, the laboratory will be instructed to retest the specimen for the substance indicated using a testing method approved by the Nebraska Department of Health before reporting a positive result to the Company.
- 5. A confirmed positive test will subject the employee to disciplinary action up to and including discharge.
- 6. In all cases of confirmed positive test results, employees will have the opportunity to explain the result, and to substantiate the explanation with medical evidence, which could include an additional confirmatory test of the same specimen.

E. Additional Testing Procedures

- 1. All employees who agree to take a urinalysis test will be required to sign a form consenting to the test and authorizing disclosure of the results to the Company.
- 2. Specimen collection and urinalysis will be performed only by a qualified independent testing laboratory or health care provider designated by The Company.
- 3. The Company will pay the full cost of any testing that is requested of any employee, as well as any confirmatory test requested by the employee, including the reasonable cost of any transportation to and from the designated testing facility.

F. Confidentiality

- 1. Information obtained on an individual as part of a drug and/or alcohol test is strictly confidential and will be disclosed to only those persons within the Company having a legitimate need-to-know. Such information will not be released to any individual or organization outside the Company, without written permission of the employee, except as required or allowed by law.
- 2. Other information developed in investigating possible violations of this policy will be communicated to the Company personnel only on a need-to-know basis.
- 3. Laboratory reports and test results for current employees will be maintained only in the employee's confidential medical file.

G. Rehabilitation

- 1. Current employees testing positive are subject to disciplinary action, up to and including discharge. Disciplinary action may also include suspension from work and referral to a care unit/treatment facility. Refusal of treatment or failure to satisfactorily complete treatment will result in discharge.
- 2. Employees who undergo treatment will be retested within 45 to 60 days of the initial test.

A positive test and confirmation at that time will result in the termination of employment.

- 3. Should the retest be negative, the employee will be allowed to return to work subject to periodic retesting during the next twelve months. Any additional positive test and confirmation at any time will result in discharge.
- 4. This policy of encouraging rehabilitation is not to be interpreted as conflicting with the rule above prohibiting manufacture, distribution, dispensation, use, or possession of illegal drugs or alcohol on Company premises or while performing Company business. In addition, if the Company deems the circumstances warrant discharge, without first offering rehabilitation, it reserves the right to take such action.

5.6 RETURN OF COMPANY PROPERTY

Employees are expected to return all Company property in their possession or control, immediately upon separation of employment. Such Company property includes, but is not limited to, keys, tools, supplies, equipment, books, documents (whether electronic or written), vehicles, electronic devices, passwords, credit cards, I.D. cards, etc. The Company may take action as necessary to protect or recover its property.

5.7 WORKPLACE VIOLENCE

The Company is committed to providing its employees with a safe, non-violent workplace and atmosphere. Company employees should not be subject to any safety threats at work from fellow workers or from relatives, friends, or acquaintances.

The unlawful manufacture, distribution, dispensation, possession, sale, or use of a firearm or other weapon while on Company premises, including Company parking lots or while operating Company machinery, equipment or vehicles, or while engaged in Company business off premises are strictly prohibited.

Employees have a responsibility to help keep the Company safe and free of violence. Employees who are aware of co-workers who are engaged in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a firearm or other weapon while on Company premises, including Company parking lots or while operating Company machinery, equipment or vehicles, or while engaged in Company business off premises should immediately report the conduct at issue to their supervisor.

Employees who receive threats of violence or physical or other harm from co-workers, or who are aware of such threats, should also immediately report those threats to their supervisor, even if they think the threats are only a "joke." If you feel that reporting such threats to your supervisor is not effective or possible, or if your supervisor is participating in the threats, then you should report it immediately to one of the following individuals:

1. Human Resources Department

2. President

Sometimes, employees may receive threats of violence from persons who are not employed by the Company, or may become aware of co-workers who receive similar threats of violence from persons who are not employed by the Company. If employees believe that these threats may result in harm to Company employees or to Company property, they should report such threats to their supervisor immediately.

Employees who violate this policy will be subject to discipline up to and including immediate termination of employment.

5.8 WEAPON-FREE WORKPLACE

To ensure that the Company maintains a workplace safe and free of violence for all employees and customers, the Company prohibits the possession or use of Dangerous Weapons on Company Property or while performing Company business. A license or permit to carry or possess any weapon does not supersede Company policy.

"Company Property" is defined to include all Company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, green spaces and parking lots under the Company's ownership or control. It also includes all Company-owned or leased vehicles and all vehicles, regardless of ownership, that come onto Company Property.

"Dangerous Weapons" includes, but is not limited to, firearms, explosives, knives, swords and other weapon or object that might be considered dangerous by the Company or that is capable of being used to inflict severe bodily injury upon another. Employees are responsible for making sure that any item possessed by the employee is not a "Dangerous Weapon."

6.0 <u>DISCIPLINARY ACTION/STANDARDS OF CONDUCT</u>

You are expected and required to meet acceptable performance standards and otherwise conduct yourself in an appropriate manner during the course of your employment with The Company. The rules discussed below are published for your information and to guide your conduct on a day-to-day basis. These rules are not all-inclusive, and other circumstances may arise requiring the discipline and/or discharge of an employee. The Company recognizes that problems which arise in the workplace often present unique circumstances. Therefore, depending upon the circumstances, there may be times when immediate discharge is warranted for the first violation of a rule, which usually would only result in discipline. For this reason, the rules described below are not intended to form any contract between the Company and its employees as to the procedures to be followed concerning any rule violation.

6.1 SPECIFIC RULES OF CONDUCT

The following is an illustrative, but not exhaustive, list of acts and omissions that will normally result in disciplinary action, up to and including discharge at the discretion of the Company:

- 1. Any act which might endanger the safety or lives of other humans, or the willful, deliberate or repeated violations of any safety rule;
- 2. Refusal to perform work assigned by a supervisor or refusal to follow any reasonable instructions given by a supervisor without a reason considered acceptable by the Company management;
- 3. Falsifying any Company records, including pay or employment records;
- 4. Any act towards a customer or coworker deemed inappropriate by the Company management;
- 5. Violating the Company's anti-harassment policy;
- 6. Violating the Company's workplace violence policy;
- 7. Violating of the Company's drug and alcoholpolicy;
- 8. Embezzlement;
- 9. Destroying, damaging, defacing, sabotaging or theft of Company records, property, tools, equipment, or the property of others on Company premises;
- 10. Possession of or carrying firearms or other dangerous weapons or explosives on Company premises;
- 11. Disclosure of any confidential or proprietary Company information to unauthorized persons;
- 12. Absenteeism or tardiness deemed excessive by Company management;
- 13. Abuse of time during assigned working hours, including loafing, and interfering with other employees' duties;
- 14. Insubordination;
- 15. Unsatisfactory work performance;
- 16. Violating the Company's electronic communications/computer policy;
- 17. Smoking in Company buildings, facilities or vehicles;
- 18. Performing unauthorized personal work on Company time;
- 19. Sleeping during scheduled working hours;

- 20. Wasting materials or product or carelessness;
- 21. Violating Company Personal Appearance and Behaviorpolicy;
- 22. Failure to accurately record hours worked;
- 23. Using abusive, profane or insulting language; and
- 24. Any other offense or action deemed to be detrimental to the Company's best interests as determined by Company management.

6.2 **DISCIPLINARY ACTION PLAN**

The nature of the discipline will vary depending on the circumstances involved. Employees generally are given an opportunity to respond to disciplinary measures before being discharged. However, in some cases, the Company may determine that the immediate discharge of an employee for a violation may be appropriate such as when an employee engages in prohibited behavior under any of its policies. Even minor infractions of any Company policy may lead to immediate discharge if the employee's work record and other circumstances make immediate discharge appropriate in the Company's opinion.

7.0 EMERGENCY EVACUATION PLAN

To comply with the OSHA Standard Subpart E-Means of Egress, Part 1910.38, the Company shall provide an Emergency Evacuation Plan to evacuate all employees in the event of fire, explosion, chemical release or threatening weather conditions.

7.1 EXITS

- 1. Emergency exits shall be clearly marked.
- 2. Exit access shall be kept clear and clean.
- 3. Outside areas of exits shall be keptclear and clean.
- 4. Exits not to be used as emergency exits shall be clearly marked as such.

7.2 ALARM SYSTEMS & WARNING SYSTEMS

- 1. An audible alarm shall be provided for fire and explosion emergencies.
- 2. In the event of threatening weather, employees will be advised over the intercom system.

7.3 EVACUATION PROCEDURE

1. Fires, Explosion

- A. When alarm sounds, locate the nearest emergency exit and proceed to that exit, exit the building and proceed to the designated safe meeting area.
- B. The alarm system will automatically call the fire department.
- C. Designated person or persons shall shut down critical equipment before they evacuate the building, provided time will allow.
- D. When evacuation is complete, a count shall be taken to verify all employees have been safely evacuated.

2. Threatening Weather

- A. When threatening weather, such as a tornado warning is sounded, employees will be advised of action over the intercom system.
- B. If our building is threatened, move away from doors and windows.
- C. All facility employees, onsite contractors, vendors and visitors will proceed to the designated emergency shelter. All off-site employees will proceed to the nearest safe area.
- D. Designated person or persons shall shut down critical equipment before moving to a sheltered area, if time allows.
- E. Do not leave the building, unless authorized to do so.
- F. Employees will be notified when it is safe to move back to work stations.

7.4 TRAINING

- 1. A sufficient number of persons will be trained to assist in safe and orderly emergency evacuation of all employees. A list of the names and dates of training of those persons will be attached to this plan.
- 2. All employees will be advised of the proper emergency procedures according to the following:
 - A. All employees will be advised when the plan is implemented.
 - B. New employees will be advised of the plan when they receive initial job training.

- C. Employees will be trained when responsibilities or actions under the plan change.
- D. All employees will be advised any time the plan is changed.

7.5 RESPONSIBLE PERSONS

- I. The following persons can be contacted for further information.
 - A. Immediate Supervisor
 - B. The Safety Director
 - C. The President.

7.6 <u>LOCATION OF WRITTEN PLAN</u>

1. A copy of the written plan is available at the office or on the Company's benefits webpage: http://centennialplastics.com/Employee Info/

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge that I received a copy of Centennial Plastic, Inc.'s Employee Handbook and that I read it, understood it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the President of Centennial Plastics, Inc. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of the Company's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by the President of Centennial Plastics, Inc., <u>I am employed at will and this Handbook does not modify my at-will employment status.</u> If I have a written employment agreement signed by the President and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

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