

EMPLOYEE HANDBOOK



WOODPECKER

Woodpecker

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EMPLOYEE HANDBOOK FOR WOODPECKER

This handbook is designed to inform you with the responsibilities and policies that will be expected of all employees during their tenure at Woodpecker. This is meant to serve as a central reference for current Woodpecker employee policies.

This handbook is not a contractual agreement as to terms or duration of employment. Woodpecker reserves the right to make unilateral changes at any time.

“ AT-WILL” EMPLOYMENT

All employees are hired with the hope that their employment will remain in effect as long as it is mutually satisfactory to the employee and Woodpecker, but employment is “At-Will”. The employee and Woodpecker retain the authority at any time, for any reason or no reason, to terminate the employment relationship.

Nothing in the employment application, this handbook, or any operating manuals is intended by Woodpecker to be an express or implied contract of employment for any specific period of time.

The “At-Will” employment relationship may not be modified by any oral or implied agreement or by any person, statement, act, series of events or pattern of conduct. This “At-Will” employment relationship will remain in effect throughout employment with Woodpecker unless it is specifically modified in an expressed legal written agreement.



EQUAL EMPLOYMENT OPPORTUNITY AND HARRASSMENT POLICY

Equal Opportunity:

Woodpecker believes in equal opportunity for all employees, applicants, and customers, in accordance with the state and federal law.

Discrimination in employment, public accommodation, or customer service based upon race, color, sex, religion, creed, age, national origin, citizenship status, physical or mental disability, veteran status, or any other status protected under applicable local, state, or federal law is strictly forbidden.

Harassment Policy:

Harassment is defined as any unwelcome verbal, physical or visual conduct of a sexual, racial, ethnic, religious, marital status or any other status protected by the law. We will not tolerate unlawful harassment of our employees by anyone. Any type of conduct that impairs the employee's ability to perform his or her job and/or which creates an offensive, intimidating, or hostile work environment is completely unacceptable. It does not matter if the conduct is implicit or explicit, it is grounds for discipline and may result up to and including termination. Any employee who believes they are a victim of discrimination or harassment in the workplace is urged to immediately report that belief to their supervisor. If for some reason the employee is unable to talk to the immediate supervisor, then the matter should be discussed with the Woodpecker owner.

All reports of possible discrimination or harassment will be investigated promptly and in an impartial manner. Complaints will be kept confidential to the maximum extent practicable, but we cannot promise absolute confidentiality. (See additional details under Appendix A).



GENERAL WOODPECKER GUIDELINES

A high value is attached to the people who make up the diverse operations of Woodpecker. We strive toward individual respect, mutual trust, and a spirit of cooperation. We all share in the responsibility for creating and maintaining a positive workplace. Your suggestions and ideas are always welcome.

Confidential Information:

You shall not discuss compensation or related personnel matters with your associates.

Proprietary information and confidential records are the property of Woodpecker and are protected. Information such as personnel data, pricing, bids, or other financial or personnel matters shall not be discussed within the company or outside the company, except as the normal course of business dictates. This principle applies whether they pertain to you or other employees of Woodpecker. Information concerning production, equipment, techniques, products, services, marketing plans, costs or earnings, or any other information critical to success in the market place is not to be discussed with persons outside the company except by those persons specifically authorized to do so. A violation of confidentiality shall subject the offending person to disciplinary action, which may result in discipline up to and including termination.

Job Responsibility:

Loitering, leaving the assigned work area for other than official company business without permission, visiting with other employees at work, or disrupting the work environment is strictly prohibited.

Neglect of your assigned work, job responsibilities, refusal to perform work assigned, or failure to conform to established safety requirements or operational procedures will result in prompt disciplinary action that may result in discipline up to and including termination.

Good Housekeeping:

Interior and exterior work areas must be kept clean and in good condition. A clean and orderly work area makes for a safer, more efficient work area.

The equipment and tools you have been furnished with are necessary for the operation of the business. This investment is substantial and you are expected to treat them with care and respect. It is up to everyone to see that the equipment and facilities are used intelligently, efficiently and safely.

Break (Rest) Periods:

Oregon law requires that you must take a rest break for every 4-hour segment of work, or major portion thereof in your work period. For example, if you work over six (6) hours, and no more than ten (10) hours, you are entitled to two breaks that should be scheduled approximately mid-way during each half of your shift.

Meal Periods:

All employees working six (6) hours or more must take a thirty (30) minute meal period approximately in the middle of their shift. The meal period is unpaid, and the employee is relieved of all duties during the meal period.

- Exceptions to these rules are made to farm workers and single employee sites.

Tardiness and Absenteeism:

You are required to be at work on time and as scheduled. Excused absences will only be in the case of illness,



authorized prior approval, and a bona fide emergency. It is your responsibility to ensure that the office or your supervisor is promptly informed when you are unable to be at work when scheduled. This should be done at least one hour before the start of your shift.

Your failure to provide timely notice will result in an unexcused absence. Notice to a fellow employee is not acceptable. Any unexcused absence, excessive tardiness, or an otherwise unsatisfactory over-all attendance record may result in discipline, up to and including termination. Woodpecker may also treat unexcused absences as an employee's voluntary resignation.

Problem Solving:

We realize that occasionally, as with any group of people working together, differences may arise. The important thing is to resolve any issues of concern as quickly as possible and in a manner that is fair to all those directly involved.

Most dissatisfaction arises from misunderstandings. If at any time something about your job bothers you, do not hesitate to discuss it with your supervisor who is responsible to make every effort to resolve the matter. If you are not satisfied with the results of your supervisor conversation, you may appeal, in writing, to the next higher-level Woodpecker supervisor. State the facts involved and recommendation for resolutions.

Unacceptable Conduct:

Gambling, horseplay, fighting or provoking a fight, threatening or the intimidation of other employees, creating or contributing to unsafe or unsanitary conditions will not be tolerated and may result in disciplinary action up to and including termination.

Insubordination:

Insubordination, or refusal to follow the instructions of an established authority, or refusal to conform to established operating procedures and safety requirements, or disrespect toward supervisors or other company officials may result in discipline up to and including termination.

Solicitation/Petitions:

The solicitation, canvassing, selling of merchandise, distribution or advertising of promotional materials or petitions on company or Woodpecker premises at any time is prohibited.

Solicitation of employee signatures, donation of money, chances, betting, or like activity during paid work time is expressly forbidden, unless expressly allowed by law and approved by a supervisor. Engaging in this conduct may result in discipline up to and including termination. If you are approached or are aware of any such conduct, please report the matter to your supervisor promptly.

Slander/Defamation:

Threatening, slanderous or defamatory communications, whether written or oral, concerning the company, its supervisors, customers, employees, or any related products or services, may result in discipline up to and including termination.



Company Records:

No employee is permitted to mark or alter another employee's time card. Your supervisor is the only person authorized to change or alter your time card or attendance record.

Dishonesty, misrepresentation, falsification, or unauthorized alteration of any official company documentations or records, may result in discipline up to and including termination. Sample records may include, but are not limited to; time cards, applications for employment, injury reports, reasons for absence or leaves, claims for any benefits arising from your employment, or similar documents.

Promotion:

Promotion to a higher paid position or a more preferable job assignment will be decided by the sole discretion of Woodpecker. Woodpecker may consider any or all of the following criteria in making promotion decisions; merit, ability, the quality of your performance, job knowledge, training, experience, efficiency, and overall employment record will be considered before length of employment.

Regardless of these criteria or your length of employment, Woodpecker will select the person that it believes is most appropriate for the position, and no employee has any rights to any particular promotion.

If you are promoted or transferred to a new position, you will retain your at-will employment status. In other words, you or Woodpecker may terminate the employment relationship at any time for any reason or no reason. The terminated employee has no rights to the position that he/she held prior to a transfer or promotion.

Personal Use of Company Telephone:

Everyone may have some type of personal business that needs to be conducted during the workday on occasion; however, it is important to everyone that our facilities and those of our clients function efficiently. You are restricted from using company or client telephones or other company property except in an emergency and with supervisor permission.

Parking Facilities:

Your personal vehicle shall be parked only in designated parking areas. Woodpecker is not responsible for any damage or loss to your vehicle or its contents.



USE OF COMPANY PROPERTY

Unauthorized use of Woodpecker property, vehicles, or facilities is strictly prohibited. Photocopy equipment, telephones, radios, computers, and intercoms are to be used only for company business. Employees shall not use or operate any equipment or machinery for which they have not been authorized or checked out.

All equipment used by employees should be treated with care and used in a proper manner. Willful or careless damage to company property, customers' property, employee property or materials is expressly prohibited. Company property is exactly that ---property of the company. You should not take company property home with you for personal usage.

Any employee found abusing any company equipment, tools or property will be responsible for damage incurred. Such conduct shall be grounds for disciplinary action, up to and including termination.

Theft of Property:

Theft of any company property, the personal property of others, or the unauthorized removal of any property, will result in immediate discharge.

PAY AND WORKING HOURS

Pay and working hours will be established by Woodpecker. Although there are some exceptions, almost all workers must be paid the minimum wage as required by state law.

There are no sub-minimum wage rates for trainees or minors, although there are special provisions for student learners and disabled workers. Working hours may change due to seasonal workloads or changing business conditions.

Pay periods are established in compliance with the laws of the State of Oregon.

Woodpecker pay periods are paid after every fire.

Pay Check Deductions:

The following deductions will be made from each paycheck you receive:

1. Federal and State Withholding Tax: The amount will depend upon your earnings and the number of dependents (exemptions) you claim.
2. Social Security/Medicare (FICA Benefits). This is a fixed percentage of 7.650%, set by the federal government, based on your gross earnings. This amount does not depend upon your earnings and the number of dependents (exemptions) you claim.
3. Workers' Benefit Fund (WBF): Amount will be deducted in accordance with State requirements currently at the rate of 1.4% per every hour worked. This deduction upon your earnings and the number of dependents (exemptions) you claim.
4. Garnishments if any- a deduction ordered by a court (garnishment or other legal document).



5. Group benefits are not currently offered by Woodpecker.

Overtime Hours:

If you are a non-exempt employee and are required to work in excess of 40 hours in any workweek, you will receive one and one-half times (1 ½) your regular hourly rate of pay for all such excess hours worked.

You must receive prior authorization from your supervisor before working any overtime hours. When overtime hours are authorized, employees are expected to accept them. Overtime work will be distributed among qualified employees as equitably as possible.

Change of Employee Status:

In order to assure accuracy of your pay and deductions, it is important that you notify the office immediately whenever there is a change in your:

- Name
- Marital status
- Address
- Number of dependents
- Telephone Number
- Military Status
- Person to notify in case of emergency

SUMMARY OF FEDERAL AND STATE BENEFITS

Unemployment Insurance:

The company makes contributions to the Unemployment Insurance Fund, which provides you with weekly benefits if you should become unemployed through no fault of your own. This benefit is paid for entirely by the company and **no deduction** is made from your paycheck.

Social Security:

As previously stated, federal law requires that a percentage of your gross earnings be deducted from each paycheck for your future retirement, or for benefits should you become disabled or unable to work. The company is also required to contribute a matching amount toward your future social security benefits.

Workers' Compensation Insurance:

Your safety is important to us! Safety on the job is our number one priority for your employment. Please make every effort to insure you are working in a safe and prudent manner. Woodpecker is responsible for your safety training. If you have any concerns, please speak with your direct supervisor. If you have additional safety concerns, feel free to contact the Woodpecker owner or any member of the board of directors.

In order for you to be covered by Workers Compensation Coverage, you must report any work-related injury to your supervisor immediately. Your supervisor will see that you receive prompt medical attention.

It is your responsibility to keep Woodpecker apprised of any missed work time that is authorized by your doctor. This information must be reported to your direct supervisor prior to missing a work shift if possible. Your failure to report any injury or illness sustained at work may jeopardize receipt of benefits.



TIME OFF WORK

Holidays and Vacation Pay:

Woodpecker does offer paid holidays. We do not offer paid vacations.

Sick Pay:

Woodpecker employees accrue one hour of sick leave for every 30 hours worked, up to a maximum of 56 hours of accrued leave. Leave begins to accrue on an employee's first day of work. Employees may use accrued leave after completing 90 days of employment

Due to the nature of our business, it would be of significant difficulty and impracticable for Woodpecker to permit sick time to be taken in hourly increments. Therefore, we require sick time to be taken in a minimum of 4 hour increments.

An employee may use their sick leave beginning on the 91st day of employment for the following purposes:

- Mental or physical illness
- Preventive Medical Care
- Care of a family member
- Care for an infant or newly adopted child under 18 years of age
- Dealing with the death of a family member
- Seeking legal or law enforcement assistance for the employee or employee family member that includes preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking, or in the event of a public health emergency including closure of place of business or school or child care issues.

Employees may donate paid sick leave to other employees

Leave of Absence:

In the event an employee wishes to take an extended absence for personal reasons or other extraordinary circumstances, the employee must make written application to Woodpecker. Application does not guarantee you will be granted the leave. Most leave of absences will only be granted under specific guidelines and regulations.

Both state and federal law require certain employers to give family leave. Federal law established in 1993 is called FMLA for the Family and Medical Leave Act. Oregon Family Leave Act (OFLA) was established in 1995.

The Family and Medical Leave Act Of 1993:

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and certain federal and private employees.

FMLA requires certain qualified employers in the country to provide eligible workers with job-protective leave to care for themselves or certain family members in cases of illness, injury, childbirth or adoption. Oregon [OFLA] has tighter restrictions for similar job protection to qualified employees.



OFLA/FMLA Requirements: Employees are required to give written notice to the employer 30 days in advance of the leave. If 30 days notice is not possible due to unanticipated leave, employees should give as much notice as practicable considering the circumstances, within one or two business days of when the need for leave is known.

In unanticipated or emergency situations, the employee must give verbal or written notice as soon as practicable within one or two business days of learning the need for the leave, except in extraordinary circumstances. If the notice is verbal in an emergency situation, the employee must provide written notice within three days after the employee's return to work. Failure to comply with these notice requirements may delay your FMLA leave and may result in disciplinary action up to, and including dismissal.

Who Is Eligible for Leave?

To be eligible for FMLA leave, employees must have worked for a total of 12 months, the employee must have worked at least 1,250 hours during the 12-month period immediately preceding the leave, and the employer must be a covered employer.

Employees are eligible for OFLA and/or FMLA for the following reasons:

- For birth, adoption or a newly placed foster child ('parental leave');
- To care for a spouse, parent, parent-in-law, child or same sex domestic partner with a serious health condition;
- To care for a newly adopted or newly placed foster child under age 18, or older than 18 if incapable of self-care because of mental or physical disability;
- To recover from, or seek treatment for, the employee's own serious health condition;
- To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition, but that requires home care.

Amount Of OFLA/FMLA Leave:

Although there are a few exceptions, OFLA and FMLA generally provide 12 weeks of unpaid leave per year. With additional benefits available for specific requirements.

Additional 12-week periods are available pursuant to OFLA (but not FMLA) to:

- (a) Women for pregnancy or childbirth-related illnesses, injuries, or conditions.
- (b) Also parents who use family leave to care for newborn, newly adopted, or newly placed foster children are entitled to an additional 12 weeks to care for a sick child.

Job Protections:

If conditions of this policy are met, an employee shall be returned to his/her former job or equivalent job if the former position no longer exists, upon completion of leave.

OFLA/FMLA Medical Certification:

Employees must provide medical certification for serious health conditions of employees or family members. If leave is foreseeable, the certification must be provided before the leave begins. If the leave is not foreseeable, the certification is due within 15 days of Woodpecker' request for certification, unless the employee can show that circumstances do not permit the certification within that time.



Woodpecker has the right to request a second opinion from a health care provider unrelated Woodpecker at its own expense. If an employee fails to provide medical certification as provided in this policy and OFLA/FMLA, the employee may be subject to discipline up to and including termination.

Bereavement Leave:

If death occurs to a member of your immediate family, an adequate absence will be authorized for the purpose of attending the funeral.

For purposes of definition, "a member of your immediate family" shall be restricted to your spouse, parents, child, brother, or sister.

Military Leave of Absence:

Any employee called to active duty for service in the Armed Forces shall automatically be provided an unpaid leave of absence, subject to applicable state or federal regulations.

Regular employees who are called to duty, either as a reservist in the National Guard or other temporary duty of the Armed Forces of the United States, for a period of not more than 15 days in any one calendar year, will be granted a leave of absence without pay for such term of service.

You must give your supervisor the dates of your military leave as far in advance as possible. Please provide this information in written as well as oral format.

WORK RULES AND DISCIPLINE

Every employee is expected to perform assigned work satisfactorily and cooperatively with other personnel. You are the only person who can demonstrate your value through your productivity and performance.

Each employee, upon acceptance of employment, not only accepts the work, pay, and benefits, but also accepts related conditions of employment, including basic "rules" that govern daily conduct while at work.

Basic and important rules/regulations are required of everyone who is employed with Woodpecker. The Law requires some rules, others are for reasons of safety, while others are everyday common sense habits that have become accepted standards of conduct through regular use.

It is essential that full compliance with these rules be maintained. Violations will be cause for appropriate disciplinary action. Such action may include but is not limited to, reprimand, warning, suspension, or discharge. Woodpecker retains discretion to utilize whichever disciplinary and/or corrective measures it deems appropriate.

E-MAIL, INTERNET ACCESS, &COMPUTER PASSWORDS

Employees should access the Internet only for business purposes directly related to particular research, projects or other purposes consistent with specific directions from their supervisors during work periods.

E-mail is an especially sensitive form of communication. E-mail may seem anonymous and temporary, yet any message that is sent can be preserved indefinitely, and copied and retransmitted to thousands of other terminals. Confidential information should not be sent over the Internet unless precautions, such as passwords or encryption



are used to assure the information remains confidential.

Consistent with Woodpecker' Harassment and Sexual Harassment policies, no offensive or inappropriate message or material should ever be accessed, downloaded or sent to anyone via Woodpecker Internet access or sent to anyone by e-mail.

Woodpecker only supports legally obtained software and shareware. Any downloading, use or copying of copyrighted, trademarked or patented materials should comply with copyright, trademark and patent law.

Only software and shareware Woodpecker has authorized may be used with Woodpecker computers or network, loaded on any of its computer hard drives or stored anywhere on our network. None of Woodpecker software should be downloaded for personal use or for any use outside Woodpecker without management's prior approval.

Woodpecker may review any data, program or other information stored on any of its computers or in our network, including any program or information associated with any unauthorized software or shareware.

We retain the right to remove any unauthorized software or shareware and have no responsibility to save or to preserve as confidential any data, program or other information stored on any of its computers or in our network. No password or encryption may be used to prevent management from using, reviewing, or inspecting any part of a hard drive, disk, tape or other electronic storage medium.

Woodpecker's passwords, access codes and Internet server account information are all confidential and should be treated with care and should not be disclosed to any unauthorized person. Access cards, passwords and account records should not be posted, entered into automatic sign-on protocols or accessible computer files, or left in open drawers or other places where they could be seen by visitors or other non-employees. Only authorized passwords, access codes and other security measures are permitted for use with Woodpecker computers, network, software and programs.

Subject to applicable law, management at any time may monitor and/or record any communication made or received using Woodpecker' computers, network, modems or telephone equipment, including any e-mail sent or received within Woodpecker or to or from third parties and including any information or materials reviewed, received or sent over the Internet.

Any violation of these policies, including any misuse of e-mail, the Internet, software, or our computers or network, may result in discipline up to and including termination.

HEALTH AND SAFETY

Maintaining a safe workplace is a responsibility in which we all must share. Everyone must comply with established safety regulations, instructions, or requirements.

Federal, State laws and agency regulations require the use of particular safety equipment. It is extremely important that all employees' use required safety equipment. Woodpecker will inform you of detailed safety policies and procedures.

Unsafe acts that result in either a near miss or an injury require notification to the Woodpecker' office on the date of the incident. Any employee responsible for an unsafe act that results in either an injury or near miss,



will have their safety work record reviewed and *may* be required to take a drug test.

Woodpecker maintains a Health and Safety Plan. Every employee should read and become familiar with the plan and is required to have a company orientation on the plan. The Health and Safety Plan will be reviewed annually by the Safety Committee. Violation of any established safety regulations, safety procedures in this booklet, posted safety procedures, or supervisory instructions shall be grounds for disciplinary action, up to and including termination.

Note: *This document is not designed as a substitute for reasonable accommodation under any applicable federal or state laws, such as Americans with Disabilities Act, The Rehabilitation Act of 1973 or other applicable laws*

Firearms/Alcohol/Drugs:

Possession of any firearm or other dangerous weapon, or of any explosive device, or the possession or use of intoxicants, non-prescription drugs, or being under the influence of drugs or intoxicants while on Woodpecker duty, or at official functions, may result in discipline up to and including termination.

Drug and Alcohol Policy:

Woodpecker reserves the right to conduct applicant drug testing and employee drug and alcohol testing. Woodpecker has adopted a policy of reasonable suspicion, and in some cases, random drug and/or alcohol testing. (See additional details under Appendix B).

Physical Examinations:

As a safeguard for the health and safety of all employees, a physical examination, including drug testing, may be required of employees prior to or during their period of employment.

Physical examinations required by Woodpecker will be conducted by a competent health provider designated by Woodpecker and without cost to you.

Employees who have been on a leave of absence because of sickness or injury may be required to supply a written certification from their attending physician that they are physically able to perform the essential functions of their job before resuming their normal work.

Emergencies:

For a life-threatening emergency, follow the emergency medical services plan which may include dialing 911.

If you have a non-life-threatening emergency, contact your supervisor immediately.

All emergencies must be reported to the Woodpecker headquarters as soon as the initial first aid response has been provided. Please refer to Health and Safety section of this manual for additional instructions.

Worker Responsibilities:

Incident Reporting:

- An incident is the result of an unsafe act that is any unplanned, safety-oriented event that disrupts normal work activities. An incident may or may not result in injury or property damage. All work-related incidents, injuries and near misses must be reported immediately to your supervisor.



- If an injury occurs which requires professional medical treatment, the worker should follow the emergency response plan. A Workers' Compensation Investigation Report must be completed.
- If an injury occurs, but does not require professional medical treatment, seek first aid on location.
- In the event of an on-the-job injury, the worker must fill out a Workers' Compensation **801** form. This form is due to Woodpecker office no later the 24 hours after the injury. - Forms are available from your supervisor or the WOODPECKER office.

RETURN-TO-WORK POLICY

Woodpecker does have a Return to Work Policy. Its purpose is to return workers to employment at the earliest possible date following injury or illness.

Woodpecker defines light duty work as temporary modified work assignments within the worker's physical abilities, knowledge and skills. Where feasible, light duty positions will be made available to injured employees in order to minimize or eliminate time loss.

The physical requirements of light duty work will be provided to the attending physician. Light duty positions are then developed with consideration of the worker's physical abilities, the business needs of Woodpecker, and the availability of light duty work.

WORKERS' COMPENSATION

In the event of a non-life-threatening injury, please contact your work-site supervisor or call SAIF Corporation at 800-285-8525 for a list of the Managed Care doctors in your area.

In the event of a life- or limb-threatening emergency, the insured employee will be transported to the nearest emergency facility.

We have attempted to acquaint you with what you can expect of us and what we will be expecting of you in order to achieve a stable, pleasant, and mutually beneficial workplace. Your employment with Woodpecker is contingent on not only the economy, but also your active involvement as an employee.

Remember, you are a valued employee and your feedback is important. If you have a question; please speak with your supervisor promptly. If you do not get the results you desire from your supervisor, speak to the owner of Woodpecker. We desire to provide a safe, healthy and productive work environment every employee.

CONCLUSION

We have attempted to acquaint you with what you can expect of us and what we will be expecting of you in order to achieve a stable, pleasant, and mutually beneficial workplace. Your employment with Woodpecker is contingent on not only the economy, but also your active involvement as an employee.

Remember, you are a valued employee and your feedback is important. If you have a question; please speak with your supervisor promptly. If you do not get the results you desire from your supervisor, speak to the owner of Woodpecker. We desire to provide a safe, healthy and productive work environment every employee.



HARASSMENT FREE WORKPLACE POLICY

APPENDIX A

Policy

Woodpecker will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

Woodpecker strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

Action

Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

Locations

The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

Definition of Harassment

Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:



Tell the harasser to stop the offensive conduct; and/or tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

Penalties

Any employee who engages in harassment will face consequences ranging from verbal warnings and letters of reprimand, up to and including termination from employment. Managers and supervisors who do not take action when they know or suspect that harassment is occurring will face the same range of consequences. Contractor staff who engage in harassment may be subject to comparable penalties from their employers, and a contractor who fails to enforce this policy may have its contract terminated. Visitors who harass may be removed from any workplace and prevented from returning.

I have been informed about Woodpecker's Harassment policy and understand that violations of the policy may subject me to discipline, up to and including discharge.

Employee's Printed Name

Employee's Signature

Date

Complete and return this copy of acknowledgement to Woodpecker



DRUG AND ALCOHOL POLICY

APPENDIX B

DRUG AND ALCOHOL POLICY

Woodpecker has a strong commitment to their employees and customers to provide a safe environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, Woodpecker has established this policy on drug and alcohol use. Woodpecker believes that prohibiting the use or influence of alcohol, illegal drugs, or controlled substances in the work place will improve the health and productivity of our employees and the safety of our employees and customers. The object of Woodpecker' policy is to provide and maintain a safe and healthy work place for all employees and to protect our customers, clients and patrons.

Accordingly, the improper use, abuse, possession, distribution, manufacture, purchase, transfer or sale of alcohol, controlled substances, or illegal drugs by employees when on duty or on company premises is prohibited. Employees must not report for duty, be on the company premises or represent Woodpecker while under the influence of alcohol, illegal drugs, or controlled substances.

An employee's use of a prescription or over-the-counter medicine can pose a significant risk to the safety of employees and others. Employees must report to their immediate supervisor the use of medically authorized drugs or other substances that may impair job performance and may be required to provide properly written medical authorization from a physician to work while using such authorized drug. It is the employee's responsibility to determine from the physician whether the prescribed drug would impair his/her performance.

Woodpecker reserves the right to conduct applicant drug testing and employee drug and alcohol testing.

Woodpecker has adopted a policy of pre-employment drug testing and reasonable suspicion and random drug and/or alcohol testing.

Reasonable Suspicion Testing

Employee drug and/or alcohol testing may be conducted whenever Woodpecker has a reasonable suspicion that an employee or a group of employees is under the influence of alcohol, illegal drugs or controlled substances. Employees requested to submit to testing under reasonable suspicion will be escorted to the collection facility; they will not be allowed to operate a motor vehicle. They will not be allowed to return to work until the tests are confirmed. If the test results are negative, the employee will be compensated for the normal amount of hours that he/she would have worked while awaiting the result. If the test is positive, no compensation is given for lost time.

Random Testing

Woodpecker may, at their sole discretion, require all employees to take drug and/or alcohol screening tests at random intervals to be selected by Woodpecker.

Woodpecker may also randomly select some, but not all, employees for drug and/or alcohol screening tests. Random selection will be based on a random-based selection process. Each employee will have an equal chance of being selected. If a selected employee refuses or fails to show up for the test promptly after a request, it will be presumed that the employee was incapable of passing the test and that the test results would have indicated an unacceptable level of prohibited substance in the blood stream.



Inspection, Searches, and Investigations

Woodpecker also reserves the right to inspect and/or search all Woodpecker property, as well as any employee's personal property on Woodpecker premises, such as purses, lunch boxes, automobiles, etc., for alcohol, controlled substances, illegal drugs, or related paraphernalia. Such inspections and searches will occur upon a determination by Woodpecker that there is reasonable suspicion that the employee is in violation of this policy.

Rehabilitation

Woodpecker attempts to provide employees the opportunity to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a drug and/or alcohol problem is urged to seek professional counseling for an assessment and, if appropriate, to enter a treatment program. Generally, employees who self refer to such programs before work performance problems arise will not be disciplined. Generally, discontinuation of any involvement with drugs and/or alcohol is an essential requisite for participation in any treatment program. All treatment and other associated costs incurred from a rehabilitation program will be the sole responsibility of the employee.

As a result of disciplinary action arising from a drug and/or alcohol program or as a condition of employment, an employee may be required to participate in a drug and/or alcohol treatment program. An employee who is so required will first be evaluated for drug and/or alcohol use by an accredited professional. An employee may be required to participate in follow-up care as part of the comprehensive drug and/or alcohol treatment program. Depending upon the nature of the conduct that led to the employee's mandated participation in the drug and/or alcohol treatment program, the employee may be required to submit to random blood and urine screening for drugs and/or alcohol for a specific period of time and to meet various performance standards that are posed as a condition of continuing employment. Again, all treatment and associated costs incurred from evaluation, treatment, and follow up care will be the sole responsibility of the employee.

Woodpecker reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied, and whether an employee should be given the opportunity to participate in a drug and/or alcohol treatment program as a condition to continued employment. No decision by Woodpecker in this regard shall be construed as creating a contract for employment, and all employees shall remain "employees at will."

Definitions

For purposes of this policy, the following definition of terms is provided:

1. Alcohol: ethyl alcohol (ethanol). Reference to use or possession of alcohol includes use or possession of any beverage, mixed or a preparation containing alcohol.
2. Controlled substances: any substance (other than alcohol but including prescription medicine) that has known mind-or function-altering effects that may impair or affect the ability to perform work, the access to which is controlled by law.
3. Illegal drugs: any form of drug, narcotic, hallucinogen, depressant, stimulant, cannabis, or other substance capable of creating or maintaining impairment or otherwise affecting one's physical, emotional, or mental state; the sale, purchase, transfer, use or possession of which is prohibited by law.
4. Employee: any individual who performs work for Fremont Forest Systems and is subject to the provisions of these guidelines.



5. Woodpecker Premises: includes all company property, facilities, parking lots, garages, work place, ride sites, storage structures, and Woodpecker-owned company vehicles and equipment.
6. Under the Influence: a detectable level of alcohol, illegal drugs, or controlled substance in an employee's blood or urine reported by the laboratory or use of alcohol, illegal drugs or a controlled substance that results in any noticeable or perceptible impairment of the employee's mental or physical faculties or job performance.
7. Reasonable Suspicion: reasonable suspicion that the drug and alcohol policy has been violated will be determined solely upon the discretion of Woodpecker.

Among the situations where management may be considered to have reasonable suspicion to require testing include but are not limited to the following:

- A. Observable symptoms that may indicate the presence of drugs or alcohol in the employee's blood stream;
- B. On-the-job incidents involving medical treatment or property damage or near misses of on-the-job accidents;
- C. Unexplained significant changes in behavior (e.g., abusive behavior, repeated disregard for safety rules and procedures, insubordination, pattern of absenteeism or tardiness, etc.);
- D. Cash and inventory overages/shortages and any other loss, destruction or misappropriation of the property or belongings of, Fremont Forest Systems, customers, employees and/or coworkers;
- E. Failure to successfully complete or comply with a treatment program;
- F. Failure to sign a "last chance" agreement after treatment has started;
- G. Employee admissions regarding drug or alcohol use; and
- H. Employee has been arrested for drug or alcohol use.

These are examples of situations in which management may have reasonable suspicion; but this is not an exhaustive list; there may be other instances in which Woodpecker, in their sole discretion, may determine that either has reasonable suspicion that an employee is violating the policy. Woodpecker will enforce this policy rationally, based on each individual's factual circumstances, in their discretion. Indeed, "reasonable suspicion" will be determined on a case-by-case basis. In some cases, it may be based on factual circumstances, and decide not to search or test an employee, despite the fact that it could do so under this policy. Such individual situations of management discretion shall not affect Woodpecker' right to enforce the policy in other situations.

Situations Not Covered By Policy:

Woodpecker recognize that situations may arise that are not specifically covered by these guidelines. Woodpecker shall deal with them on a case-by-case basis, taking into account such things as the nature of the situation of the problem, the employee's overall employment record and job assignment, the potential impact on safety, customer service, and company reputation.

This Woodpecker drug and alcohol policy supersedes any previous policies enacted prior to the effective date listed below.

Not an Employment Contract:

Nothing in this policy is intended to or should be construed as a contract or agreement of employment for any period of time.



ACKNOWLEDGMENT OF RECEIPT OF DRUG AND ALCOHOL POLICY

I, (print name) _____, have received a copy of Woodpecker Drug and Alcohol Policy, and recognize it goes into effect the first day of my employment.

I have read the Drug and Alcohol Policy, and I understand and accept that the use of controlled substances and/or working under the influence of alcohol or controlled substances or illegal drugs is strictly prohibited.

As a condition to hire and of continuing employment, I agree to submit to drug and/or alcohol testing at the request of Woodpecker to detect the use of controlled substances on the job, or to determine whether and/or to what extent I might be under the influence of alcohol or controlled substances while on the job.

I further understand and readily consent that Woodpecker may require my submission to drug testing at any time it has reasonable suspicion, as determined exclusively upon their sole discretion, to believe I may be under the influence of alcohol or controlled substances or that I am actively using alcohol or controlled substances on the job.

Finally, I understand and readily consent that if I either refuse to be tested, or if I test positive for a controlled substance or blood alcohol content in any amount, I may be immediately terminated for misconduct. I understand that drugs or controlled substances refer to those kinds of substances identified in the definitions section of the Woodpecker Drug and Alcohol Policy.

I recognize that this Drug and Alcohol policy does not alter my "At-Will" employment relationship and that this is not a contract of employment. Nothing contained in this policy is intended to or should be construed as a contract or agreement of employment for any period of time.

Employee's Printed Name

Employee's Signature

Date

Complete and return this copy of acknowledgement to Woodpecker



ZERO-TOLERANCE ACKNOWLEDGEMENT AGREEMENT

I, _____, hereby acknowledge that I understand and agree to follow the 2013 Interagency Firefighting Agreement Policy 10.4 Prohibition of Drugs & Alcohol:

10.4 PROHIBITION OF DRUGS, AND ALCOHOL - Contractor and Contractor's Crew Members are prohibited from engaging in the manufacture, distribution, dispensing, possession or use of controlled substances or alcohol (a) while on Government Property, or (b) while in fire camp, or (c) Under Hire, or (d) at any time while providing Services under this Agreement.

I Will:

- 1 Report to work at all times free of alcohol and/or illegal drugs and their effects
- 2 Be aware of and practice the Interagency Firefighting Agreement Policy 10.4 Prohibition of Drugs & Alcohol
- 3 Seek assistance for alcohol and other drug abuse or related problems through an approved program before job performance is impacted
- 4 Support efforts to eliminate alcohol and other drug abuse among employees by reporting any abuse

I understand that if I am caught violating this policy, my employment will be immediately terminated. Any wages owed to me will not be more than the minimum wage stated per State Regulations. I will not be paid any bonuses or benefits.

Employee's Printed Name

Employee's Signature

Date

Complete and return this copy of acknowledgement to Woodpecker



EMPLOYEE ACKNOWLEDGMENT & RELEASE FORM

I have received a copy of the Employee Handbook. I have read, or will read and become familiar with the benefits, policies, and obligations described herein, and agree to accept them as a condition of my continued employment.

Any questions that I may have regarding the interpretation or application of any of the provisions of this booklet will be taken up immediately with my supervisor for clarification or proper interpretation.

I understand that failure to conform to the rules and regulations contained in the booklet may result in disciplinary action up to and including termination.

I understand and agree that my employment with Woodpecker is "At - Will". I understand that means that my employment is not guaranteed for any fixed term. Either the company, or myself may terminate my employment at any time with or without reason.

I understand that my paycheck may have deductions that are authorized by law or governmental regulations.

I understand, have read, and agree to comply with Woodpecker' harassment policy.

I also understand that nothing in this policy is intended to or should be construed as a contract or agreement of employment for any period of time.

Your signature on the release form indicates you have read, understood and have been given opportunity to question and clarify any questions you might have regarding Woodpecker' policies. Your signature states that you agree to abide by such policies and understand that failure to do so may result in disciplinary action up to and including termination.

Employee's Printed Name

Employee's Signature

Date

Complete and return this copy of acknowledgement to Woodpecker

