

STEWART'S

FIREFIGHTER
FOOD CATERING

P.O. BOX 818
REDMOND, OR 97756
541-923-6936

Employee Manual

Revised April 23, 2019

Federal Drug Laws Apply to each
Employee

**A Drug
Free
Work
Place**

**STEWART’S FIREFIGHTER FOOD CATERING, INC.
EMPLOYEE MANUAL**

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INTRODUCTION

Vision Statement

Stewart's Firefighter Food Catering, Inc. ("Company" or "Stewart's") was developed in 1978 and is staffed by highly competent and motivated staff that are committed to providing high quality meals to wildland firefighters involved in fire suppression operations.

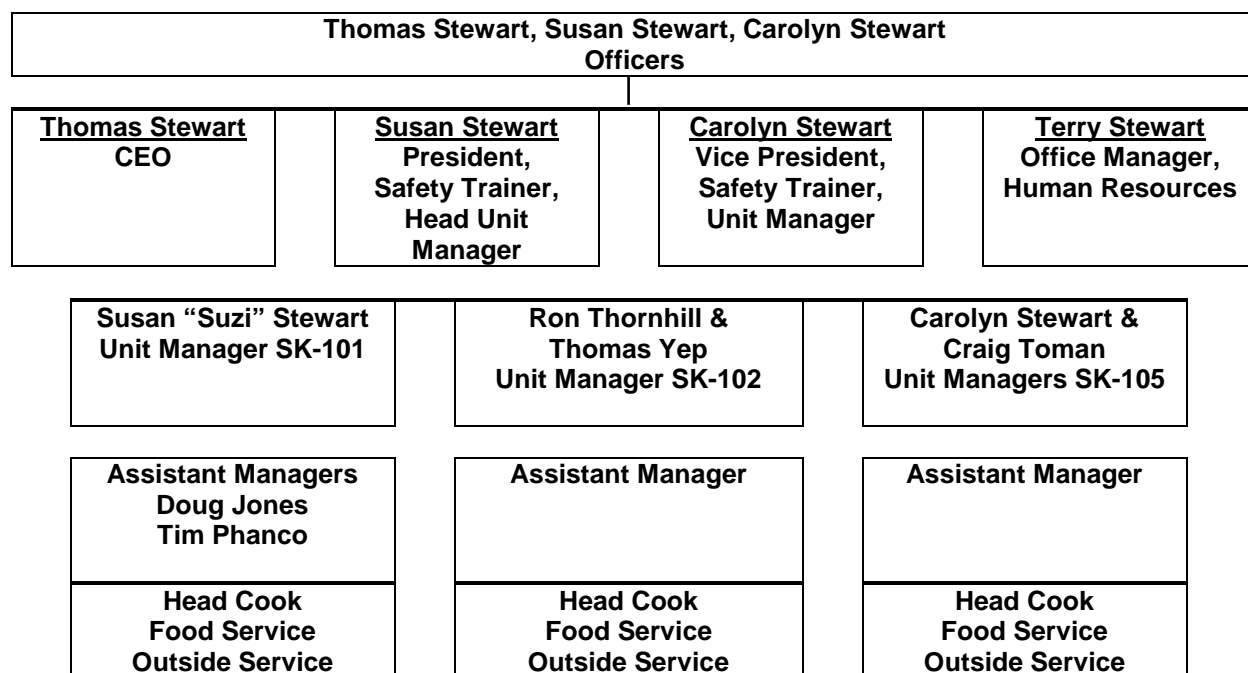
Stewart's is committed to total quality, communication, job excellence, and demonstrates the highest ethical and moral standards. We are held accountable for our actions and will strive to work with the Food Unit Leaders and Government Representatives to resolve all conflicts of mutual concern.

The daily operation of Stewart's will be based upon efficiency, economy, and accountability to all of our customers.

Mission Statement

The mission of Stewart's is to provide the U.S. Government with hot meals for wildland firefighters. We are a mobile food service contractor contracted for emergency support of fire suppression operations in the Western United States or as assigned by the National Interagency Fire Center (NIFC).

Stewart's Organization Chart



Often one person holds many positions.

What You Can Expect from Stewart's

1. Operation of Stewart's in a fiscally responsible manner.
2. Stewart's is an Equal Employment Opportunity Commission ("EEOC") employer.
3. Stewart's pays all employees in accordance with Federal NIFC Contract wage determinations.
4. Review of wages, employee benefits, and working conditions consistent with sound business

practices.

5. Development of competent employees with adequate training and supervision.
6. Each employee ensured a formal grievance procedure.
7. Handling of complaints and conflicts as soon as practical.
8. Treatment of all employees with courtesy and consideration.
9. Respect of all individuals' rights.
10. Provide a safe working environment.
11. Promote employees based on ability and merit.

What Stewart's Expects from You

Your first responsibility is to know your own duties and how to do them promptly, correctly, and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees to maintain a good team attitude. We expect you to interact with your fellow employees and those whom Stewart's serves with congeniality and respect. We expect you to accept direction in a responsible manner. In turn, the performance of one department can impact the entire service offered by Stewart's. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for Company overall, and personal satisfaction for you. You are encouraged to take advantage of opportunities for personal development that are offered to you. This Employee Manual ("Manual") offers insight on how you can positively perform to the best of your ability to meet and exceed Stewart's expectations. Remember, you help create the healthful, pleasant, and safe working conditions that Stewart's intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important. You must remember that the government agency is our customer. Stewart's needs your help in making each working day enjoyable and rewarding.

Your Responsibilities

1. Work as a Team.
2. Lead by example.
3. Treat all personnel honestly and fairly.
4. Be courteous to all customers.
5. Know your duties.
6. Perform assigned duties in a safe and efficient manner.
7. Maintain a neat, clean, professional appearance.
8. Do more than expected.
9. Champion Stewart's and foster organizational pride.

When a Dispatch Occurs

As needed, you will be called immediately at any time, day or night. Please prepare your families or roommates for such a call. Be prepared; if you are unable to work, please state so immediately, so that we may find someone else. If we are unable to contact you, we will contact others instead. Remember, we have only hours to leave base area. Before fire season, you will be instructed as to how your unit will respond and where you will be required to go to meet with your fellow team members. Be packed and ready to go. Stewart's will be supplying you with transportation to the fire incident. If you are assigned a Company vehicle for the season, it is your responsibility to get to the Company yard, start your vehicle, and run a safety check on said vehicle. This will be documented in your vehicle logbook. All maintenance records (i.e. receipts, gas, maintenance, etc.) will be turned in to your Unit Manager. Your Unit Manager will let you know how they want that done.

Acknowledgement

This Manual does not anticipate every situation nor answer every question about an employee's employment with Company. This Manual applies to all Company employees and each employee is required to carefully and thoroughly review this Manual in its entirety. After reviewing this Manual, each employee must sign and return the Employee Manual Receipt Acknowledgement Form (the "Acknowledgment Form"). The Acknowledgment Form is attached to this Manual as **Exhibit A**.

The policies set forth in this Manual supersede all prior oral and/or written Company procedures, practices, policies, rules, and commitments, including, without limitation, any previous employee manuals. Any representation by any person that in any respect conflicts with any matter set forth in this Manual is invalid unless specifically acknowledged in writing by Thomas Stewart, Susan Stewart, or Carolyn Stewart. To the extent that any policy conflicts with any federal, state, and/or local laws or regulations, Company will abide by the applicable federal, state, and/or local laws or regulations. Neither this Manual nor any of its terms create or constitute a contractual relationship between Company and any employee. Except for the at-will employment policy provided below, at any time, with or without prior notice, Company may modify, supplement, revise, change, delete, discontinue, and/or suspend all or any part of the procedures, practices, policies, and/or benefits provided in this Manual as business, employment, legislation, and/or other conditions dictate. Any modification, supplementation, revision, change, deletion, discontinuance, and/or suspension of all or any part of the procedures, practices, policies, and/or benefits provided in this Manual will apply to all existing and future Company employees.

AMERICANS WITH DISABILITIES ACT OF 1990

If required under applicable laws, Stewart's will comply with the Americans with Disabilities Act of 1990 and applicable Oregon disability laws to ensure equal employment opportunities to all qualified persons with disabilities. An applicant or employee who believes that he or she may need an accommodation to perform the essential functions of his or her position must discuss such needs for a possible accommodation with Human Resources. Subject to applicable federal and Oregon laws, Stewart's will attempt to make a reasonable accommodation for a qualifying employee or applicant. Communications concerning an applicant's or employee's need for an accommodation will be kept confidential to the extent possible.

EMPLOYMENT

We carefully select our employees through written application, personal interview, and reference checks. After all available information was carefully considered and evaluated; you were selected to become a member of our team.

Whether you are a new hire or a former employee returning to Stewart's, you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your Unit Manager, want to help you get off to a good start. Feel free to ask them for help concerning anything you don't understand.

Questions regarding interpretation of policies may be directed to your Unit Manger.

Equal Employment Opportunity Policy

Stewart's provides an equal employment opportunity to all persons without regard to age, color, race, religion, sex, sexual orientation, national origin, marital status, the presence of any sensory, mental, or physical disability, military status, veteran's status, gender identity/transgender status, genetic information, and/or any other protected classification. Employment decisions, including, without limitation, hiring, assignment, promotion, wages, transfer, training, layoff, and termination, will be based on merit and business needs and not on any protected classification or other bases prohibited by applicable federal, state, and/or local laws. It is the policy of Stewart's to:

- Strictly follow personnel procedures that will ensure equal opportunity for all people without regard

to any legally protected status;

- Comply with all the relevant and applicable provisions of the Americans with Disabilities Act and the rules promulgated thereunder ("ADA");
- Thoroughly investigate instances of alleged discrimination and take corrective action if warranted; and
- Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

At this time, Stewart's would like to reaffirm this policy and call upon all personnel to effectively pursue the policy as stated. Management is primarily responsible for seeing that Stewart's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to disciplinary action, including, without limitation, potential discharge.

Any employees with questions or concerns about either (a) any type of discrimination in the workplace, or (b) a need for accommodation (including accommodations for physical/mental conditions or religious practices), are encouraged to promptly bring those issues to the attention of Human Resources. Employees can raise concerns/accommodation requests and make reports without fear of reprisal.

At-Will Employment and Introductory Period

At-Will Employment

Stewart's does not guarantee or promise any employee employment for any specified period of time. An employee is employed on an at-will basis. Therefore, an employee may be terminated (or the employee may voluntarily resign) at any time, for any reason or no reason, with or without cause or prior notice. The at-will employment relationship between Stewart's and any employee may not be modified except by express provision contained in a written employment contract signed by Tom Stewart, Susan Stewart, or Carolyn Stewart. Any representation by any person contrary to the at-will employment relationship, whether verbal or written, may not be relied upon by any employee.

Introductory Period

Your first three (3) days on a fire incident of employment at Stewart's is considered an Introductory Period, and during that period you will not accrue benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your Unit Manager, and the tasks involved in your job position, as well as becoming familiar with Stewart's products and services. Your Unit Manager will work closely with you to help you understand the needs and processes of your job. This Introductory Period is a try-out time for both you as an employee, and Stewart's as an employer. During the Introductory Period, Stewart's will evaluate your suitability for employment, and you can evaluate Stewart's as well. At any time during this first fire incident, with advance notice so that Stewart's can replace you, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance, or performance do not measure up to our standards, we may release you. At the end of the Introductory Period, your Unit Manager may discuss your job performance with you. This review will be much the same as the normal job performance written review that is held for regular full-time or part-time employees on an annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well. **Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."** A former employee who has been rehired after a separation from Stewart's of more than one (1) year is considered an introductory employee during their first fire incident following rehire. Employment with Stewart's remains at all times at-will.

Religious Accommodations

Stewart's also provides reasonable accommodations for the practices of an employee's sincerely-held religious belief, so long as the accommodation will not cause an undue hardship on Stewart's.

Any employees with questions or concerns about either (a) any type of discrimination in the workplace, or (b) a need for accommodation (including accommodations for physical/mental conditions or religious practices), are encouraged to promptly bring those issues to the attention of Human Resources. Employees can raise concerns/accommodation requests and make reports without fear of reprisal.

Employment Process

Personnel Files

Personnel files are kept on every employee at the corporate headquarters in Redmond, Oregon. It is important that you immediately contact your Unit Manager if you have any changes to any of the following:

Legal Name	Address	Marital Status
Changes to your W-4	Change in Deductions	Telephone Number(s)
Driver's License status	Emergency contact information	List of Allergies

Proof of US Citizenship and/or Right to Work

Federal regulations require that (1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and (2) all applicants who are hired need to present documents of identity and eligibility to work in the U.S. The Form I-9 must be turned in immediately upon hiring.

Employment of Former Employees

Depending on the circumstances, Stewart's may consider a former employee for re-employment. Such applicants are subject to Stewart's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with Stewart's.

Employment of Couples and Family Members

It is Stewart's policy to not have couples (spouses or boyfriend/girlfriend) or family members working on the same crew; however, the final decision on such circumstances will be for discussion between the Unit Manager and Company Officers. If you and your significant other or family members wish to work for us, we will try to place you on different crews. Couples and family members are not allowed to work at the same incident without permission from a Company Officer. If two existing employees work together in a supervisory relationship and, subsequently, the relationship becomes the type of personal or familial relationship subject to this anti-nepotism policy, a review of the relationship will be made by Company Officers to determine whether one of the employees must be transferred or reassigned. Any exception to this anti-nepotism policy must be approved in writing by a Company Officer. For purposes of this anti-nepotism policy, a "member of the individual's family" means the wife, husband, son, daughter, mother, father, brother, grandmother, grandfather, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, or grandchild of the subject individual.

Health Examinations

Stewart's reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. If you are asked to have an examination, Stewart's will cover the actual cost.

Pre-Season Fire Training

Your Unit Manager and/or the Operations Manager will use pre-season training seminars to familiarize you with new equipment and to full-fill other training needs. You will be supplied with dates and times of the training sessions. It is your responsibility to attend these training sessions.

Employment Classifications

At the time you are hired, you are classified as seasonal/on-call employee. All policies described in this Manual and communicated by Stewart's apply to all employees. Normally, a seasonal position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered seasonal employees. **If you are a seasonal employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion or to the extent required by provision of state and federal laws.**

We maintain a job description for each position at Stewart's and the above descriptions are not the entire job description required for each applicable position and are a summary only. If you wish to see your job description, please ask your Unit Manager or see the job descriptions described in this Manual. Job descriptions are subject to change at any time at the discretion of Stewart's.

Seasonal/On-Call Employees

Unit Manager/Food Service Supervisor:

A person who is assigned to exercise general supervision and authority over all of the mobile kitchen activities, which include, but are not necessarily limited to: knowing and following the National Mobile Food Service Contract and this Manual, scheduling employees work hours, reporting weekly payroll, complete management control, purchase receipts, storage of supplies, scheduling deliveries of supplies, issue handling, processing, packaging, preparation, serving, travel, accommodations, repairs, and disputes. The Unit Manager/Food Service Supervisor shall be considered exempt from hourly guidelines, and work under a privately negotiated rate of pay in accordance with the guidelines as set forth by the U.S. Department of Labor.

Assistant Unit Manager/Food Service Supervisor:

A person who is assigned to assist the Unit Manager/Food Service Supervisor with the day-to-day operations of the mobile kitchen unit. The Unit Manager trains the assistant managers to perform their duties. The Assistant Unit Manager shall be considered exempt from hourly guidelines and work under a privately negotiated rate of pay in accordance with the guidelines as set forth by the U.S. Department of Labor.

Head Cook/Cook II:

There will be one Head Cook or Cook II assigned to each mobile kitchen unit. This person will direct preparations or prepare in large quantities, by various methods of cooking, meat, poultry, fish, vegetables, gravies, soups, sauces, etc. The Head Cook/Cook II will assist in compiling information needed for ordering supplies. A Head Cook/Cook II must be able to lift and carry up to 25 lbs. frequently and stand for eight (8) hours or more. A Head Cook/Cook II must be able to work with hands at waist level for long periods and must be able to twist, bend, and stand for long periods of time.

Cook I:

Cook or Cook I will independently perform moderately difficult tasks in preparing quantities of quickly prepared food. Cooks will also fill in and help in all phases of food preparation as directed. Cooks must be able to lift and carry up to 25 lbs. frequently and stand for eight (8) hours or more. Cooks must be able to work with hands at waist level for long periods and must be able to twist, bend, and stand for long periods of time.

Food Service:

Food service employees will assist in all phases of mobile kitchen camp set-ups as directed, including, but not limited to, setting-up tents, tables, chairs, and ramps, loading and unloading water hoses, parking, cleaning, serving, etc., as directed. Food service employees will assist as directed in general food preparation of all foods served, and in serving prepared items to firefighters. Food service employees may rotate as outside service. Food service employees must work independently in the preparation of salads and sandwiches, must be able to lift and carry up to 30 lbs. frequently and stand for eight (8) hours or more. Food service employees must be able to work with hands at waist level for long periods and

must be able to twist, bend, and stand for long periods of time.

Drivers:

All drivers must have a current medical card and comply with all requirements for CDL licensed drivers. Drivers will be assigned a position in the food service area after arriving at camp.

Outside Employment

What you do on your free time is your own business. However, if you are employed by Stewart's in a full-time position, Stewart's will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at Stewart's.

Government-Required Coverage

Workers' Compensation Coverage

The Workers' Compensation Law is a no-fault insurance plan which is supervised by the state and one hundred percent (100%) paid for by Stewart's. This law was designed to provide you with benefits for any injury which you may suffer ***in connection with your employment.*** Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

Who Is Covered?

Every Stewart's employee is protected by Workers' Compensation.

What Is Covered?

Any injury is covered if it's caused by or in connection with your job—not just serious accidents, but even first-aid type injuries.

Unemployment Compensation

Stewart's pays the entire cost of unemployment insurance. When you submit an unemployment claim, please give the following information for your previous employer:

**Stewart's Firefighter Food Catering, Inc.
P O Box 818
Redmond, OR 97756**

Social Security

As a wage earner, you are required by law to contribute a set amount of your weekly wages to social security. As your employer, Stewart's is required to deduct this amount from each paycheck you receive. In addition, Stewart's pays all required social security contributions.

CONFIDENTIALITY

Confidential Information

As an employee of Stewart's, you have access to personal and confidential information. All Stewart's business must be kept strictly confidential.

Unit Managers must protect all personal and confidential information of Stewart's and its employees. Only employees approved by Susan Stewart or Carolyn Stewart are allowed to do daily invoicing and payroll.

GENERAL POLICIES

Dispute Resolution & Complaint Procedure

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. You can take the following steps:

1. First, talk to your Unit Manager. Your Unit Manager is most familiar with you and your job and is, therefore, in the best position to assist you. Your Unit Manager works closely with you and is interested in seeing that you are treated fairly and properly.
2. Mail a completed Complaint Procedure Form to: Susan Stewart, P.O. Box 818, Redmond, OR, 97756.

Company's Complaint Procedure Form is included in this Manual as **Exhibit B**.

Remember—it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused, and resentment and anger builds up. It is always best to get things off your chest before they get out of hand.

Unit Managers

Your Unit Manager is the person on the management team who is closest to you and your work. Your day-to-day contact with your Unit Manager gives you a chance to receive guidance and counsel regarding your assignments and the progress you make on your job. Your Unit Manager can show you how your work fits into the overall picture, teach you how to do things, explain the "hows" and "whys," and encourage you when things look a little tough. Your Unit Manager is in complete charge of the department. He or she is responsible for the efficient operation of the department. Your Unit Manager has authority to hire and dismiss, to assign work, recommend pay increases, transfers, or promotions, and to maintain order and discipline. These duties may be accomplished by the Unit Manager personally or through his or her assistant.

Remember, your Unit Manager knows most of the answers, and, if not, knows where to get them. Your Unit Manager probably started in a job much like yours and can guide and help you. Your Unit Manager wants you to succeed. Please get to know your Unit Manager, and when you need help or have questions, complaints, problems, or suggestions, contact your Unit Manager first. He or she is interested in your success, the success of every member of your department, and the overall success of Stewart's.

Your Unit Manager is human, has many responsibilities, and needs your cooperation, assistance, and loyalty. He or she wants to help you—that's their job—so please ask questions and be willing to meet your Unit Manager half way. If he or she cannot help you or answer your question, your question will be referred to someone who can. You can expect to be treated fairly and with respect. Like Stewart's, your Unit Manager has a direct interest in you. He or she wants you to consider him or her as your advisor, friend, and mentor. Go to your Unit Manager for information about your job, your pay, or other matters of Company policy.

Please don't overburden your Unit Manager with questions that can be answered by reading this Manual or by checking bulletin boards. Do feel free to ask for clarification of regulations or responsibilities. Any problem that hinders the efficient completion of your responsibilities should be taken up with your Unit Manager.

Absence & Tardiness

From time to time, it may be necessary for you to be absent from work. Stewart's is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. If you are unable to report to work, or if you will arrive late, please contact your Unit Manager immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your Unit Manager. If you are unable to call in yourself because of an illness, emergency, or for some other reason, be sure to have someone call on your behalf. If your Unit Manager is not available when you call, you may leave the information with another manager. Absence from work for three (3) consecutive days without notifying your Unit Manager or the personnel administrator will be considered a voluntary resignation.

Attendance

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved meal and rest periods. When your work takes you away from your work station, please let your Unit Manager know where you are going and how long you expect to be gone. Be aware that excessive time off could lead to disciplinary action unless excused pursuant to other policies.

Meal & Break/Rest Periods

Breaks/Rest Periods

You are entitled to two (2) fifteen (15) minute rest breaks each shift. These will be determined by your Unit Manager. In the unlikely event of an emergency or unusual condition, your Unit Manager may ask you to change or postpone your break in order to finish a particular project. One person at a time from each department will be allowed on break, so that work does not stop.

Meal Periods

If you are scheduled to work longer than four (4) hours, you will be given a paid meal period of ½ hour (30 minutes). If you take a longer meal period, you must sign out for the additional time. You are required to remain on site and available during your meal period and may not leave the premises. The time when meal periods are scheduled varies among departments, depending on the needs of each department. Your Unit Manager will give you your meal period schedule. You are expected to take your full allotted time for your meal. You are requested not to perform any work during your regularly scheduled meal period, unless specifically requested to do so by your Unit Manager. In that event, your meal will be rescheduled, or you will be paid for the time that you worked. You must sign in and out on your time card. It is important to return to work on time at the end of your meal period. Meals are provided while in fire camp.

Meal Room Facility

For your convenience and comfort, Stewart's provides a covered eating area.

Wash-Up Time

Shower facilities are only available for personal use during off-duty hours, not during meal or rest breaks.

Days Off (R&R)

After working several days, if time allows, you will be rotated out, so that you will be allowed time off. This is usually a 24-hour period. Days off will be taken in camp. During this time, please do not interrupt those on duty. You must let your Unit Manager or the Assistant Unit Manager know where you are during this time. If you have a visitor and your own transportation, you may make arrangements with your Unit Manager to leave camp.

When Stewart's is providing meals, lodging, and/or transportation, the use of alcohol and/or drugs is not allowed. When leaving an incident and the crew is put up for the night in a motel and meals are provided, employees are expected to get rest and be prepared to travel the next day. When employees are on a day off and Stewart's provides lodging and meals, the employee is expected to return to work rested and ready to work.

If an employee has their own vehicle and chooses to use Company-provided lodging, they are expected to follow Company rules.

Leaving Camp

You are not to leave camp without asking permission from your Unit Manager or the Assistant Unit Manager. If you leave camp without their knowledge you will be terminated.

Attire

Stewart's provide uniforms (t-shirts and hats) which all employees must wear while at work. Upon termination of employment, the uniforms must be returned to Stewart's.

Employees are responsible for their uniforms. If a provided uniform or any element thereof (t-shirt or hat) is lost or given away, the employee will be responsible for the cost of a new uniform, and may be subject to disciplinary action.

Every employee is expected to dress appropriately. While working in a fire camp or on other catering jobs, you will be assigned a Company shirt and hat. **You are required to wear these when you are on Company time.** This includes traveling to and from an incident. Make sure you report to work clean, dressed properly, and with your hair up under your cap or tied tightly in the back and ready to begin working. If your hair is long and unmanageable, you are required to wear a hair net. Sometimes we will be in very remote places; if you see that we are running out of clean shirts, please bring it to your Unit Manager's attention. We must work at being clean and neat at all times. Remember, there are shower units at camp. Please use them. Stewart's is not responsible for shower units; however, the U.S. Forest Service tries to always have a shower unit on location after the first day. Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards and health standards for food service—showered and in clean clothing. Personal appearance should be a matter of concern for each employee. If your Unit Manager feels your attire is out of place, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your Unit Manager has the sole authorization to determine an appropriate dress code, which may be addressed on a case-by-case basis, as needed, and anyone who violates this standard will be subject to appropriate disciplinary action.

NO SHORTS ARE ALLOWED WHILE ON DUTY. Knee-length shorts only are allowed off duty. No low-cut blouses, sweatshirts, t-shirts or torn (intentionally or otherwise) shirts, tank tops, muscle shirts, crop tops, or tube tops, and no chest or belly exposure is allowed. This list is not intended to be a complete list, it is just a guideline. Basic Rule: Hands Up—no bare skin showing between shirt and pants. Hands Down—no bare skin contact on legs. Bent Over—no bare skin or undergarments showing.

Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area, sleeping area, and vehicles neat and orderly at all times—it is a required safety precaution. Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Please use ash trays for putting cigarettes out. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your Unit Manager immediately.

Bunk Houses

Employees are permitted to bring their own tents and use their own tents. Bunk houses are provided for employees who choose not to bring their own tents. One for the women and one for the men, no exceptions.

Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces are limited. Remember to lock your car and leave your keys at the office.

Stewart's does not assume any liability for any loss or damages you may sustain to your vehicle or its contents while parked in Company's designated parking areas.

Personal Property

It is your responsibility to take care of your personal property while in fire camp.

Company Property

Personal Use of Company Property

If you want to use Stewart's equipment or tools during or after work hours for personal benefit, **you must have the approval of your Unit Manager. You must have a written pass before removing the equipment or tools from Stewart's property.** You understand and agree that Stewart's is not liable for personal injury incurred during the use of Company property for personal projects. As a Stewart's employee, you accept full responsibility for any and all liabilities for injuries or losses which occur, and/or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Theft

Internal theft is a serious problem for Stewart's. Although taking small items of Stewart's property many seem inconsequential, the cumulative effect can be very large. Stealing from Company is like stealing from yourself. Losses from theft immediately affect our ability to increase salaries and can jeopardize the profitability of Company. **Property theft of any type will not be tolerated by Stewart's. We consider property theft to be the unauthorized use of Company services or facilities or the taking of any Company property for personal use.**

Taking of Company Property

No item purchased or supplied by Stewart's should ever be removed from Company premises without express authorization of your immediate Unit Manager and the proper paperwork associated with the situation. This rule applies to all Company property, including raw materials used in manufacturing plants, mechanics' tools, computers, and even pens and paper. All employees may be subject to random searches as they leave Company facilities. Your Unit Manager has been given detailed instructions on the circumstances in which he or she can authorize you to borrow Company equipment or to take samples of your work home. A checkout procedure will be used, and if you fail to return any item removed on schedule, you may be subject to disciplinary action for theft.

The examples listed above are not all-inclusive, but provide an illustration of several activities which are unacceptable.

Penalty Clause

The penalty for any incidence of unauthorized possession or removal of Company property is immediate dismissal. All examples of unauthorized possession or removal of Company property, regardless of the employee's past record, seniority, or the dollar value of the item, will be treated equally. Stewart's may pursue any available legal remedies available.

Security Checks

The government and Stewart's may exercise its right to inspect all vehicles, packages and parcels entering and leaving our premises. Employees do not have an expectation of privacy with respect to any vehicles, packages or parcels entering or leaving the incident location.

The government and Stewart's may exercise its right to inspect all sleeping and working areas inside the fire camp premises. K-9 Units are often brought into camp.

Recycling, Waste Prevention, & Conservation

Stewart's actively recycles as many materials as possible. Check with the U.S. Forest Service. Acceptable recyclables include (please place these in the proper recycling bins): aluminum, newspapers, plastic, and shipping cartons and packing materials.

Restricted Areas

In the interest of safety and security, certain portions of Stewart's facilities may be restricted to authorized personnel only. Such areas will be clearly marked. Some areas may be designated non-smoking areas as

well.

Visitors

Our insurance coverage and good common sense prohibits unescorted visitors in our camps and facilities. Visitors are not permitted on Stewart's property without prior permission from your Unit Manager; no visitors are permitted in working areas. If you are expecting visitors, please request permission from your Unit Manager and ask your visitors to see your Unit Manager when they arrive.

Visitors are required to follow Company policies; no drugs, alcohol, or pets may be brought to the incident. Children are not allowed to stay at the incident.

Vehicles

Company's Vehicle Use Policy is included in this Manual as **Schedule 6**.

Weapons

Stewart's prohibits the possession of firearms or any other lethal weapon, including but not limited to knives over four (4) inches in length, on Company property, in Company vehicles or vehicles being used on Company business, in any Company-owned or leased parking facility, at any work-related function, at incident sites, and at camp. This applies to all employees, visitors, and customers on Company property, even those who are licensed to carry weapons. Employees are permitted to have pocket knives which are four (4) inches or less in length.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles, and bb guns, or anything appearing to be similar in nature)
- Knives (switchblades, gravity knives, or any knife with a blade longer than three inches, including kitchen knives—Stewart's provides all appropriate kitchen utensils required for employees to fulfill his or her job duties)
- Metal knuckles
- Bows and arrows
- Tasers

Stewart's prohibits weapons to ensure the safety and security of all employees and persons visiting Company and as a requirement related to Stewart's contractual obligations. Any employee found in violation of this policy will be subject to disciplinary action, up to and including immediate termination. If you have questions or concerns regarding this policy, please speak to your Unit Manager.

Smoking & Vaping

Please don't smoke or vape in areas where you are directly serving customers and where it may be offensive to your co-workers, i.e. in living and sleeping quarters. If you smoke, there are a variety of places appropriate for you to enjoy a short break. Please be courteous and concerned about the needs of your fellow employees and others. The wishes and preferences of non-smokers will take precedence over those of employees who smoke. Smoking is permitted in private offices if the occupant allows it. Please do not smoke in restricted areas.

Solicitations & Distributions

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-Company literature in work areas at any time during working time. However, employees are not permitted to sell chances, merchandise, or otherwise solicit money or contributions without management approval. **Persons not employed by Stewart's are prohibited from soliciting or distributing literature on Company property.**

Convictions or Arrest

Employees should promptly inform their supervisor if arrested, charged, and/or convicted (including a no-contest plea) of any criminal drug or alcohol violation, any crime involving dishonesty, any crime involving actual or threatened violence, any crime impacting applicable licensing or driving privileges, and/or any crime classified as a felony. If the violation occurred in the workplace or on work time, the employee must notify Company no later than five (5) days after the arrest, charge, and/or conviction. An employee who fails to timely report an arrest, charge, or conviction may be subject to disciplinary action, up to and including termination.

Customer Relations

The success of Stewart's depends upon the quality of the relationships between Stewart's, our employees, National Interagency Fire Center, the U.S. Forest Service, our customers, our suppliers and the general public. Our customers' impression of Stewart's is largely formed by the people who serve them. In a sense, regardless of your position, you are Stewart's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, Stewart's, and Stewart's products and services.

Here are several things you can do to help give customers a good impression of Stewart's:

1. Act competently and deal with customers in an honest, courteous, and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for yours and Stewart's continued success. Thank you for your support.

Fraternizing with Employees

All Stewart's employees are to refrain from fraternizing with other employees as this may be cause for termination.

Knowledge of Stewart's

After having learned to competently perform your own duties, your next step is to familiarize yourself with other Stewart's activities. This can prove valuable to you, our customers, and Stewart's as well. Stewart's may provide additional "cross-training."

STANDARDS OF CONDUCT

General Standards of Conduct

By accepting employment with us, you have a responsibility to Stewart's and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Unacceptable Activities

Generally, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of Stewart's. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your Unit Manager for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

1. Using Company credit cards, petty cash, or checking account for personal use.
2. Willful violation of any Company rule; or any deliberate action that is extreme in nature and is detrimental to Stewart's efforts to operate profitably as determined by Stewart's.
3. Willful violation of security or safety rules or failure to observe safety rules or Stewart's safety practices; failure to wear required safety equipment; tampering with Stewart's equipment or safety equipment.
4. Negligence or any careless action which endangers the life or safety of another person.
5. **Drinking alcohol and/or being intoxicated or under the influence of controlled substance drugs (including marijuana) while at work or at an incident location; use or possession or sale of controlled substance drugs in any quantity while on or in possession of Company property (including motel rooms and Company vehicles), except medications prescribed by a physician which do not impair work performance.**
6. Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
7. Unauthorized possession of weapons in violation of Company policy.
8. Engaging in criminal conduct or acts of violence, or making threats of violence, toward anyone on Company premises or when representing Stewart's.
9. Fighting, horseplay, or provoking a fight on Company property, or negligent damage of property.
10. Insubordination or refusing to obey instructions properly issued by your Unit Manager pertaining to your work; or refusal to help out on a special assignment.
11. Threatening, intimidating, or coercing fellow employees on or off the premises—at any time, for any purpose.
12. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
13. Theft of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; unauthorized use of Company equipment or property for personal reasons; or using Company equipment for profit.
14. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by Stewart's; or alteration of Company records or other company documents.
15. Violating any applicable non-disclosure agreement; giving confidential or proprietary Stewart's information to competitors or other organizations or to unauthorized Stewart's employees; working for a competing business while a Stewart's employee; or a breach of confidentiality of personnel information.
16. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee while on the job; and willfully restricting work output or encouraging others to do the same.
17. Immoral conduct or indecency on Company property.
18. Conducting a lottery or gambling on Company premises.
19. Bringing pets to camp, except for any service animals.
20. Falsely entering hours worked on your time card.
21. Leaving camp without permission from the Unit Manager or Assistant Unit Manager.
22. Unsatisfactory or careless work; failure to meet production or quality standards as explained to

you by your Unit Manager; or mistakes due to carelessness or failure to get necessary instructions.

23. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your Unit Manager; or stopping work before time specified for such purposes.
24. Sleeping on the job; loitering or loafing during working hours.
25. Excessive use of Company telephone for personal calls.
26. Leaving your workstation during your work hours without the permission of your Unit Manager, except for meal and rest periods.
27. Smoking or vaping in restricted areas or at non-designated times, as specified by department rules.
28. Creating or contributing to unsanitary conditions.
29. Posting, removing, or altering notices on any bulletin board on Company property without permission of a Company Officer of Stewart's.
30. Failure to report an absence or late arrival; excessive absence or tardiness.
31. Buying Company merchandise for resale.
32. Obscene or abusive language toward any Unit Manager, employee, or customer; indifference or rudeness toward a customer or fellow employee; or any disorderly/antagonistic conduct on Company premises.
33. Speeding or careless driving of a forklift or any other Company vehicles.
34. Failure to immediately report damage to, or an accident involving Company equipment.
35. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on Company premises.
36. Failure to maintain a neat and clean appearance in terms of the standards established by your Unit Manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
37. Eating food and beverages in undesignated areas or at your workstation.
38. Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.
39. Fraternizing with employees or management.
40. Failure to follow rules set in camp by the U.S. Forest Service or Government Representatives at the incident.

This list is not all-inclusive and is a summary only and is not an exhaustive list. All employees at all times remain at-will.

Electronic Devices & Cell Phone Usage

The use of electronic devices with earphones; (iPods, MP3 players, smartphones, etc.) are not allowed use during working hours. You must be able to hear someone talking to you at all times. Cell phone usage during work hours is forbidden. No texting during work hours. You may check your messages during your break.

Personal Phone Calls & Email

Please keep personal phone calls to a minimum. They must not interfere with your work or the office work. Personal cell phones are not allowed in the working areas, (kitchen, prep kitchen, beverage trailer, etc.) Personal calls are not allowed during work time. You may check your phone while on your break.

Please don't use Stewart's as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it is still considered theft.

Gifts

Advance approval from management is required before an employee may accept a gift of any kind from a customer, supplier, or vendor representative. **Employees are not permitted to give gifts, trade, or barter (hats, candy, juices, or any other Company property) with customers, suppliers, or anyone.**

Disciplinary Action

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner: 1 verbal warning, 1 written warning, then dismissal. Written warnings will include the reasons for the Unit Manager's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your Unit Manager at the time the warning is issued. Disciplinary actions may include but are not limited to suspensions, or other measures deemed appropriate to the circumstances. All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The President or another member of senior management will give a second opinion concerning the unacceptable behavior before dismissal occurs.

Suspension

If you commit any of the actions listed below, or any other action not specified but similarly serious, you will be suspended without pay pending the investigation of the situation. Following the investigation, you may be terminated without any previous disciplinary action having been taken.

- Theft
- Falsification of Company records
- Failure to follow safety practices
- Conflict of interest
- Threat of, or the act of doing bodily harm
- Neglect of duty
- Willful or negligent destruction of property
- Sale and/or possession of intoxicants, drugs, or narcotics
- Refusal to perform assigned work or to follow a direct order

HOURS, WAGES, & COMPENSATION

Business Hours

Home Base/Office Hours are from 8:00 a.m. to 6 p.m. Monday through Friday.

Incident Hours

Our regular operating hours vary with each incident. Your particular hours of work and the scheduling of your meal periods will be determined and assigned by your Unit Manager.

Pay Administration

It is Stewart's policy is to pay wages and salaries that are competitive with other employers in the marketplace, variable with individual and Company performance and in compliance with all applicable statutory requirements. You are employed by Stewart's and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed.

Questions regarding wages and interpretation of policies may be directed to your Unit Manger.

Basis for Determining Pay

Your pay is influenced by three factors:

- The nature and scope of the job
- Individual performance
- Job determination

Company is committed to the concept of “equal pay for equal work,” and does not tolerate differences in pay based on any legally-protected class status. Inquiries about an applicant’s salary history are prohibited, as is screening applicants or determining compensation based on the applicant’s compensation history.

Job Scope

Job evaluation determines the scope, responsibility, impact, and required skills and abilities of each position at Stewart’s. The result is a relative ranking of all jobs from high to low. The job evaluation is independent of any employee or his/her performance.

Pay Period & Hours

Our payroll workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight.

Management dictates number of hours worked.

Pay Cycle

Fiscal Pay Period/Weekly (52 pay periods per year): Payday is on Friday for services performed for the one (1) week period ending the previous Saturday at 12:00 midnight. Checks will be mailed to an employee’s specified address—home or bank— and may not be received until the next week.

Paycheck Distribution & Cashing Procedures

Paychecks are mailed to your mailing address or directly deposited into your bank account(s). Unfortunately, you will not be paid when work is not available due to circumstances not within Stewart’s control. The following are examples of such circumstances: there are no fires or dispatches from NIFC.

Time Cards/Records

You are responsible for signing in and out for your shift. If you forget to sign in, out, or make an error on your time card, you **must** contact your Unit Manager. You are not permitted to sign in more than six (6) minutes prior to your scheduled start of shift nor sign out more than six (6) minutes after the scheduled end of your shift, unless approved by your supervisor.

No one may sign in, out, or record hours for another. Tampering with another's timecard is cause for disciplinary action, up to and including termination for both employees.

Individual Pay

An individual's pay within this range will depend on his/hers sustained performance over time. Through individual performance and by increasing job responsibilities and moving to higher level jobs, you may have significant impact on your pay. **Management dictates number of hours worked.**

Mandatory Deductions from Paycheck

Stewart’s is required by law to make certain deductions from your paycheck each time one is prepared. Any change in name, address, telephone number, marital status, or number of exemptions must be promptly reported to your Unit Manager or Terry Stewart immediately to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Stewart's is ordered to make such deductions. Some states may require other payroll deductions.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your Unit Manager immediately.

Home/Lot Regular Pay (at the home base or lot hours)

You will be paid your base hourly wage for all hours worked up to 40 hours per week.

Fire Regular Pay (while in fire camp or on government incidents)

You will be paid your base hourly wage for all hours worked up to 8 hours per day or 40 hours per week.

Fire Health and Welfare (H&W) Pay (while in fire camp or on government incidents)

You will be paid the required health and welfare at the rate determined by the Wage Determination for all hours worked up to 40 hours per week.

Fire Overtime Pay (while in fire camp or on government incidents)

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Any overtime must be approved in advance by your Unit Manager. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire operation. This type of overtime becomes part of the required workweek of the people who are members of operation. If you need to be excused from performing scheduled overtime, please speak with your Unit Manager. He or she will consider your situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime.
2. **Incidental Overtime:** Incidental overtime is not scheduled if it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the Unit Manager will offer the overtime to a suitably qualified person who is available to perform the overtime work.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over eight (8) hours per day or forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Travel

Travel Time

Company's work is in various incident locations. Company will notify the employee of the location of the incident and the start of the commencement of employee's shift. As a matter of convenience and courtesy to its employees, Company provides its employees the option to travel via a Company vehicle for travel to and from incident sites. Employees are encouraged but not required to use Company vehicles to travel to the incident sites. Employees should be aware that they can arrange their own transportation to the incident site but that no vehicles may be permitted to be parked on federal

government property and employees must plan accordingly.

As an additional benefit to its employees, Company will pay each employee that elects to ride to or from an incident location in a Company vehicle a mileage rate of .20 cents per mile (the "Mileage Incentive"). If an employee provides for his or her own transportation to an incident site, no mileage or reimbursement will be provided to the employee and employee will be solely responsible for all costs incurred. In order for the passengers that elect to use a Company vehicle to receive this Mileage Incentive, each applicable employee must document the mileage subject to this policy on the employee's time card.

Driver Mileage

Drivers of Company vehicles will be paid the specified amount per mile per driver classification. All miles must be documented in the vehicle's log book and on the employee's time card. **Co-Drivers and Riders must be listed in log book and on time card.**

DRIVER - CDL - CLASS 1 OR CLASS A - 26001 GVW will be paid the greater of .75 cents per mile or minimum wage

DRIVER - REGULAR LICENSE: 26000 GVW and under will be paid the greater of .30 cents per mile will be paid or minimum wage.

Discretionary Bonus

Stewart's has a discretionary bonus pool. Stewart's employees may be eligible to receive discretionary bonuses on such terms and conditions established by Stewart from time to time.

Expense Reimbursement

You must have your Unit Manager's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of Stewart's. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your Unit Manager. For reimbursement of authorized expenses, employee must submit their expense reimbursement requests weekly.

Performance & Compensation Reviews

Performance Reviews

Your Unit Manager is continuously evaluating your job performance. Day-to-day interaction between you and your Unit Manager should give you a sense of how your Unit Manager perceives your performance.

During performance reviews, your Unit Manager will consider the following things, among others: attendance; initiative and effort; knowledge of your work; attitude and willingness; the quality and quantity of your work; and the conditions under which you work. The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas.

Compensation Reviews

Wage and salary increases are based on merit alone, not on longevity or cost of living. Stewart's conducts compensation reviews annually on or about each employee's anniversary date, following their annual performance review. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases may be retroactive in the case of late reviews, at the discretion of the President.

BENEFITS

Holidays

All employees are eligible for holiday pay.

The following holidays are recognized by Stewart's as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

On each observed holiday, each employee will be paid an amount equivalent to his or her straight time rate of pay for such employee's regularly scheduled daily work hours up to a maximum amount of 8 hours. Part-time employees will be paid holiday pay in accordance with 29 C.F.R. 4.176 and the holiday pay will be pro-rated as applicable (for example, an employee that works 10 hours during the week preceding July 4, a designated holiday. The employee is entitled to 10/40 of the holiday pay to which a full-time employee is entitled (i.e., 10/40 times 8=2 hours holiday pay.) To qualify for holiday pay, the employee must be on paid status the week prior to the holiday pay. An employee is not eligible to receive holiday pay if the employee is on an unpaid leave of absence. Holiday pay is not considered as time worked for overtime purposes.

Work Performed on Company Holidays

Seasonal/on-call, "non-exempt" employees who work on a Company holiday will be paid an additional eight (8) hours for that day.

Sick Leave

Amount of Paid Sick Leave

All employees will receive paid sick leave subject to and in accordance with this policy and applicable Oregon law. Eligible employees will receive paid sick leave for "sick time" as described under ORS 653.601 et seq ("OSL").

Eligible employees are not entitled to receive any sick leave benefits during the first 90 days of employment. After an employee has been employed with Company for 90 days, the employee will receive sick leave benefits retroactive to the employee's first date of employment with Company.

Each eligible employee will receive sick leave at the rate of 1 hour per 30 hours the employee works for Company up to a maximum amount of 40 hours per 12-month period. The 12-month period is calculated based on the employee's anniversary date of initial employment.

Up to 40 hours of sick leave may be carried over from one year to the next; however, in no event will total sick leave accrual exceed 80 hours. Sick leave pay is computed at the employee's regular rate of pay (and does not include overtime or other forms of compensation) and will be used in a minimum of one-hour increments.

Accrual of Sick Leave

Each employee will accrue sick leave benefits at a rate of 1 hour per 30 hours worked (0.03333 hours of sick leave per hour worked) up to a maximum of 40 hours per 12-month period.

Scheduling of Sick Leave

Employees must submit their sick leave request as soon as practicable and, except in the case of an unforeseeable need for such leave, no later than ten (10) days in advance of the date on which the leave is to begin. For foreseeable uses of sick time, employees must make a reasonable attempt to schedule their use of sick time in a manner that does not unduly disrupt Company's operations. Requests for sick leave where the employee has accrued sick leave remaining, and where the request is covered by OSL, however, shall not be denied.

Medical Verification

If an employee takes more than three consecutive scheduled workdays of sick time, Company may require the employee to provide verification from a health care provider of the need for the sick time or certification of the need for leave. If the need for sick time is foreseeable and is projected to last more

than three scheduled workdays, the employee may be required to provide verification or certification before the employee's sick time commences or as soon as otherwise practicable. If the employee commences sick time without providing prior notice, (a) medical verification will be provided to Company within 15 days after Company requests verification, or (b) certification provided as specified in ORS 653.626 will be provided to Company within a reasonable time after the employee receives the request for certification.

In accordance with ORS 653.626, if Company suspects that an employee is abusing sick time, including engaging in a pattern of abuse, Company may require verification from a health care provider of the employee's need for sick time regardless of whether the employee has used sick time for more than three consecutive days. As used in this paragraph, the term "pattern of abuse" includes, without limitation, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days, and/or paydays. In accordance with applicable law, Company will pay any reasonable costs for providing medical verification or certification required under this sick time policy, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

No Payment of Sick Leave on Termination

Earned but unused sick leave benefits will not be paid to employees upon any termination of employment.

No Retaliation

Company strictly prohibits retaliation toward any employee for inquiring about the employee's entitlement to leave that is covered by the OSL, submitting a request for such leave, taking leave pursuant to OSL to which the employee is entitled, participating in an investigation, proceeding, or hearing relating to OSL, or invoking, in good faith, any provision of the OSL law. Employees who believe they have witnessed or experienced any such retaliation or discrimination should contact the owners of Company.

Vacation Time

Company has adopted a vacation policy as follows: **As per U.S. Department of Labor, Wage Determination No: 1995-0221, Revision No: 45, Date of Revision: 07/03/2018, VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, whenever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173).** This vacation policy is designed to provide each full-time and seasonal/on-call employee that has successfully completed his or her one (1) year of service the ability to use vacation for absences resulting from personal or family illness, medical or dental appointments, vacation, personal emergency, personal or family business, and various other reasons. Vacation pay is computed at the employee's regular rate of pay (and does not include overtime or other forms of compensation). If a holiday falls on an employee's scheduled vacation day, the day will be charged to holiday pay rather than vacation pay.

Accrual of Vacation Pay

Each full-time employee and seasonal/on-call will accrue vacation pay benefits at a rate of 0.03833 hours of vacation pay per hour worked up to a maximum of 80 hours per 12-month period. The 12-month period is calculated based on the employee's anniversary date of initial employment with Company. This accrual schedule will be increased based on Company's compliance with 29 CFR 4.171 as outlined above.

Vacation benefits will accrue for each full-time and seasonal/on-call employee in accordance with the schedule provided above. A full-time and seasonal/on-call employee will not receive any vacation benefits during his or her Introductory Period. However, if the full-time employee successfully completes his or her Introductory Period, the employee will receive vacation benefits retroactive to the employee's initial date of employment. No unused vacation benefits may be carried over from one calendar year to the next. At the end of the calendar year if any applicable employee has any accrued and unpaid vacation pay they will be paid out the unused vacation pay.

Scheduling of Vacation

A full-time employee and seasonal/on-call desiring to take vacation must provide Company 30 days' advance written notice of his or her intention to take vacation pay. Vacation pay must be taken in a manner that will not materially interfere with Company's operations and/or its commitment to customers. Company does not guaranty that each employee will be permitted to use his or her vacation pay during the period(s) preferred by the employee. Vacations are not permitted to be taken during fire season.

No Payment of Vacation Benefits

Earned but unused vacation benefits will not be paid to an employee upon the employee's termination of employment (whether the termination was voluntary or involuntary). Notwithstanding the foregoing, if an employee is laid off at the end of the season and is in good standing with Company (as determined by Company in Company's sole discretion), Company will pay the employee all accrued and unpaid vacation time.

Employee Assistance Program

Stewart's provides an Employee Assistance Program ("EAP") which is designed to provide a confidential service for our employees. The EAP is available to all full-time employees and their immediate families. Information will be provided for you to be seen by a professional who is specially trained in your specific problem area, including:

Alcoholism	Domestic violence	Drug dependency
Eating disorders	Financial problems	Legal problems
Marital conflict	Emotional illness	Family problems

You may contact the EAP directly. No information concerning the nature of your problem will be released without your written permission. Participation in the EAP will not affect future promotional opportunities. Stewart's assumes the costs for the EAP referral. Additional costs are the responsibility of the employee.

For further information regarding the EAP program please contact Susan Stewart. She can be reached at 541-923-6936 or PO Box 818, Redmond, OR 97756.

Employee Purchases Discounts

As an employee of Stewart's, you are entitled to purchase merchandise at 10% above Stewart's cost, plus tax and freight if applicable. What you buy must be for your own personal use or that of your immediate family and not for resale or use by others.

HARASSMENT

Harassment Policy

Company is committed to providing a work environment that is pleasant, professional, and free from harassment, intimidation, hostility, and/or other offenses which may interfere with an employee's work performance. Harassment in employment based on sex, race, national origin, religion, age, disability, or any other basis prohibited by law is prohibited. Examples of harassment based on race, national origin, religion, age, or disability include, without limitation, words, signs, offensive jokes, cartoons, pictures, posters, emails, or statements that depict such protected groups or individuals in a derogatory way. Company does not tolerate harassment by anyone, including supervisors, co-workers, or non-employees. Any action or conduct contrary to this policy is prohibited, will not be tolerated, and may result in disciplinary action up to and including termination of employment.

Sexual Harassment

Company prohibits the sexual harassment of any individual in the workplace. Sexual harassment is generally defined to include any unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (b) submission or rejection of such conduct affects employment opportunities, and/or (c) the conduct interferes with an employee's work or creates an

intimidating, hostile, or offensive work environment. Sexual harassment also includes harassment based on another person's gender, harassment based on pregnancy, childbirth, or related medical conditions, or harassment of another employee of the same gender as the harasser.

Examples of sexual harassment prohibited by law and this Manual include, without limitation, the following: (a) threats or insinuations that another employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, compensation, advancement opportunities, assigned duties, or any other condition of employment or career development; (b) unwelcome sexual advances, flirtations, or propositions; (c) verbal abuse or sexually oriented jokes or comments of a sexual nature; (d) unwelcome whistling, staring, or leering at another person; (e) unwelcome sexually suggestive or flirtatious letters, notes, email, or voicemail; (f) displaying or circulating pictures, objects, or written materials that are sexually suggestive or that demean or show hostility towards a person because of the person's gender; and (g) displaying of sexually suggestive objects or pictures.

Complaint Procedure

An employee who reasonably believes in good faith that he or she has been subjected to harassment is encouraged (but is not required) to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.

If the employee is uncomfortable addressing the harasser directly, and/or the employee feels that his or her attempts were unsuccessful, the employee must promptly report the offending behavior, whether the behavior is directed toward the employee personally or to another employee, to the Unit Manager by the completion and submission of the Complaint Procedure Form included in this Manual as **Exhibit B**. If the complaint concerns the Unit Manager, or the employee is uncomfortable discussing the complaint with the Unit Manager, the employee must bring the situation to the President by the completion and submission of the Complaint Procedure Form. After receiving notification of the employee's complaint, an investigation will be promptly initiated by the Unit Manager (or the President, as the case may be) to gather all pertinent facts about the complaint. After the investigation has been completed, a determination will be made by the Unit Manager (or the President, as the case may be) regarding an appropriate resolution. If warranted, disciplinary action up to and including termination of employment may be imposed.

Retaliation Prohibited

Company prohibits retaliation against an employee who brings a harassment complaint or assists in investigating a harassment complaint. Retaliation in violation of this policy may result in disciplinary action up to and including termination of employment. No action will be taken against an employee who in good faith complains of harassment or who assists in the investigation of a harassment complaint. An employee who believes that he or she may have been retaliated against for having reported harassment or participated in an investigation of a harassment complaint is urged to promptly notify the Unit Manager (or the President if the employee is uncomfortable notifying the Unit Manager or the complaint concerns the Unit Manager) so that the employee's concerns may be investigated.

COMMUNICATIONS

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals, or problems as they affect your work. In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all Stewart's methods of communication, including this Manual, bulletin boards, discussions with your Unit Manager, memoranda, staff meetings, newsletters, training sessions, etc.

Open-Door Policy

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

- By treating each of you as an individual and encouraging your maximum development;
- By recognizing that each of you is essential to the success and growth of Stewart's; and
- By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will always find an open door and an attentive ear.

Bulletin Boards

Bulletins and bulletin board(s) are our "official" way of keeping everyone informed about new policies, changes in procedures, and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it. Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board(s). If you want to have notices posted on Stewart's bulletin board(s), see your Unit Manager for instructions.

Company Meetings

On occasion, we may request that you attend a company-sponsored meeting. If this is scheduled during your regular working hours, your attendance is required. If it is held during your non-working hours and you decide to attend, you will be paid for the time you spend traveling to and from the meeting as well as for time spent at the meeting, but only if you are one of our "non-exempt" employees. (If you are qualified for overtime pay by virtue of working more than 40 hours that same work week, then you will receive your overtime rate.)

Computer Software (Unauthorized Copying)

Stewart's does not condone the illegal duplication of software. The copyright law is clear. Unauthorized duplication of software is a federal crime.

SAFETY

First Aid

Federal law ("OSHA") requires that we keep records of all illnesses and accidents which occur during the workday. **The Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight.** If you hurt yourself or become ill, please contact your Unit Manager for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as any applicable benefits that are provided by Workers' Compensation. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact Susan Stewart, President and Human Resources Manager, or your Unit Manager for more information.

We have made an arrangement with the U.S. Forest Service EMT's to provide first aid in medical emergencies. Please complete the Medical Information Sheet, so that we may provide information to the medics or medical staff in the event you are unable to do so yourself.

Medical Information Sheet

Due to the fact that you will be working in remote locations, far away from home, it is necessary that you provide Stewart's information that may be needed in an emergency. If you are injured on the job and must be taken to the nearest hospital, the medical information sheet will help the medical staff provide you with knowledgeable medical care. Your safety is our concern.

Safety List

To make the "Safety List", you must participate in being proactive in preventing accidents, be an active

member on the Safety Committee, make "Safety" your responsibility, help other employees when they need help, point out hazards when you see them, work safely, follow safety rules, report all injuries to the Unit Manager, read and understand the Employee Manual.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Stewart's activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production. **Please promptly report all injuries (no matter how slight)** to your Unit Manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your Unit Manager or department head may post other safety procedures in your department or work area:

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Walk - don't run.
- Use stairs one at a time.
- Report to your Unit Manager if you or a co-worker becomes ill or is injured.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Smoke or vape only in designated smoking areas.
- Keep cabinet doors closed when not in use.
- Wear or use appropriate safety equipment as required in your work.
- Avoid "horseplay" or practical jokes.
- Start work on any machine only after safety procedures and requirements have been explained (and you understand them).
- Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else.
- Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats, hearing protectors, etc., in designated areas or when working on an operation which requires their use.
- Keep your work area clean and orderly, and the aisles clear.
- Stack materials only to safe heights.
- Watch out for the safety of fellow employees.
- Use the right tool for the job and use it correctly.
- Operate motorized equipment only if authorized by your immediate Unit Manager. All operators must be licensed.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

Safety Rules when Operating Machines & Equipment

- Machine guards must be in place while machines are in operation.
- Loose clothing, jewelry, or rings must be removed before operating machinery.
- You must have prescription eye protection to start the job.
- Required personal protective equipment, except for prescription glasses and steel toe shoes, will be issued to you by your Unit Manager.

Replacement mandatory personal protective equipment which has been purposely destroyed or lost will be purchased by you. We will continue to provide a clean, safe, and healthy place to work and we will

provide the best equipment possible. You are expected to work safely, to observe all safety rules, and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible dismissal.

Property & Equipment Care

It is your responsibility to understand the machines you need to use to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and Stewart's. If you find that a machine is not working properly or in any way appears unsafe, please notify your Unit Manager immediately so that repairs or adjustments may be made.

Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Security

Maintaining the security of Stewart's buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave Stewart's premises make sure that all entrances are properly locked and secured.

LEAVES OF ABSENCE

Military Reserves or National Guard Leave of Absence

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. You are expected to notify your Unit Manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

Personal Leave of Absence

In very special circumstances, Stewart's may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from your Unit Manager. A personal leave of absence must not interfere with the operations of your department or Stewart's. Your Unit Manager will submit your request to the appropriate member of management for final approval. A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, employee will not be entitled to any benefits unless required by applicable law. Failure to return from a leave at the time agreed will result in termination of employment.

Crime Victim Leave

Unpaid leave may be available for certain crime victims, subject to the following guidelines and applicable law.

Eligible employees may take an unpaid leave of absence to attend criminal proceedings involving crimes in which the employee or the employee's family members were victims. You may be eligible for this type of leave if you worked an average of 25 hours or more per week in the 180 days prior to the leave being taken, and you are a "crime victim" (someone who has suffered financial, social, psychological, or physical harm as a result of a felony, or who is a member of the immediate family of the crime victim). Immediate family member for purposes of this policy includes the spouse, domestic partner, parent, grandparent, sibling, child, or stepchild of a crime victim. Eligible employees must provide reasonable

notice of their intention to take this leave and must provide Company copies of any criminal proceeding scheduling notices. Crime victim leave is generally unpaid, but an employee may use any accrued sick leave during crime victim leave.

Leave Relating to Domestic Violence/Sexual Assault/Stalking/Harassment

Under the Oregon Victims of Certain Crimes Leave Act, employees may be eligible for leave if they are victims of domestic violence, sexual assault, stalking, or harassment, or if they are the parent or guardian of a minor child or dependent who is a victim. A victim is any person who has suffered financial, social, psychological, or physical harm as a result of domestic violence, sexual assault, or stalking or the immediate family member of the victim, which for purposes of this leave is the spouse, domestic partner, father, mother, sibling, minor or dependent child, stepchild, grandparent, or any person who had the same primary residence of the victim. Employees may use any accrued sick leave during this leave.

Employees may take a reasonable amount of time off to: seek legal or law enforcement assistance or remedies; get medical treatment or recover from injuries; get counseling from a licensed mental health professional; obtain services from victim services providers; relocate or make an existing home safe; or other services necessary to ensure the safety of the victim. The leave may be limited if it will create an undue hardship on Company. Further, Company will strive to provide a reasonable safety accommodation requested by an individual who is a victim of domestic violence, sexual assault, stalking, or harassment, unless the accommodation would impose an undue hardship on the business operations of Company. If you believe you may need such an accommodation, contact your Unit Manager or the President.

Employees must give reasonable advance notice of intent to take leave, unless such notice is not feasible. If advance notice is not feasible, oral or written notice should be given as soon as practicable, and can be given by anyone else on the employee's behalf. When requested in writing by Company, employees must provide certification that they are a victim and that the leave or requested accommodation is for an authorized purpose. The certification must be provided within a reasonable time of the request.

Veteran's Day Leave

Company honors veterans and complies with applicable veterans' leave laws. Eligible veterans who would otherwise be scheduled to work on the day on which Veterans Day is observed (November 11th) and who provide proper notification will be granted that day off, in recognition of the holiday and in gratitude for their service, subject to the requirements described below. Time taken off in observance of Veterans Day will not be paid.

Veteran-employees who elect to take Veterans Day off must notify Company at least 21 calendar days in advance of their intent to take that day off. Employees may be required to provide Company with documentation showing that they are qualified for this benefit as a "veteran" under applicable law. Employees should provide their request and supporting documentation to the President. Company reserves the right, in its sole discretion and subject to applicable law, to deny an employee's request to take Veterans Day off in the event that Company determines allowing the time off will cause a significant economic or operational disruption, or an undue hardship on Company. In the event that Company determines that it cannot allow time off to an eligible veteran-employee due to disruption or hardship, Company will honor the employee's service by allowing another day off (subject to notice/approval requirements) within the year following the Veterans Day on which the employee worked. Employees should contact the President with any questions relating to Veterans Day leave or eligibility.

Jury Duty

An employee serving on jury duty must make every effort to keep the Unit Manager informed of service dates, call in times, and absences during his or her jury duty service. Time away from work during jury duty service will be considered an excused absence. Company reserves the right to request a hardship deferral. On any day or half-day the employee is not required to serve, the employee is expected to return to work. An employee must report for work if the employee is released from jury duty before the

end of the work day or if the employee is temporarily released from jury duty.

Bereavement Leave

Each employee is eligible to take bereavement leave subject to and in accordance with applicable Oregon laws. An employee requesting bereavement leave must provide as much advance notice as possible to the President as permitted under the circumstances. An employee may be asked to verify familial relationship and death. The bereavement leave will be unpaid, provided, however, employees are permitted to use any accrued and unpaid sick leave available.

OFLA/FMLA Medical Leave

Notwithstanding anything contained in this Manual the contrary, Company will adhere to the all rules, laws and regulations related to Oregon Family Medical Leave Act ("OFLA") and Family Medical Leave Act ("FMLA") and any other state or federal required leave laws. All OFLA/FMLA leave is unpaid. Company has adopted an Oregon Family Medical Leave Act ("OFLA") and Family Medical Leave Act ("FMLA") Policy included in this Manual as **Schedule 7**.

Accepting Other Employment or Going into Business While on Leave of Absence

If you accept any employment or go into business while on a leave of absence from Stewart's, you will be considered to have voluntarily resigned from employment with Stewart's as of the day on which you began your leave of absence.

SUBSTANCE ABUSE

Stewart's reserves the right to drug test any employee and is committed to providing its employees with a safe workplace and an atmosphere which allows them to protect inventory and other assets placed in their care. Stewart's employees should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely. Whenever use or abuse of any mood-altering substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. Stewart's has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood-altering substances can have an impact on our workplace and on Stewart's ability to achieve its objectives of safety and security. Therefore, you are expected to report to the workplace with no mood-altering substances in your body. While you may make your own lifestyle choices, Stewart's cannot accept the risk in the workplace which substance use or abuse may create. The possession, sale, or use of mood-altering substances at the workplace, or coming to work under the influence of such substances, shall be a violation of safe work practices and will be subject to disciplinary action, including possible dismissal.

Marijuana is considered a "controlled substance" under applicable federal regulations. Therefore, marijuana is an illegal drug for purposes of this substance abuse policy, even if it has been prescribed by a physician and even though Oregon has authorized the use and sale of recreational and/or medical marijuana.

Stewart's comprehensive Substance Abuse Policy is included in this Manual as **Schedule 8**.

SEPARATION OF EMPLOYMENT

Dismissal

Employment and compensation with Stewart's is at all times "at will". An employee can be terminated with or without cause, with or without reason, and with or without notice, at any time, at the option of Company, except as otherwise provided by law. If your performance is unsatisfactory due to lack of ability, failure to abide by Stewart's rules, or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may

result in immediate dismissal.

Quitting

If you terminate (self-quit) from a fire incident, it will become your financial responsibility to get yourself home. If you do not have the money to travel home, you will be given a draw to travel home on.

If you terminate (self-quit) from a fire incident and you have driven your own vehicle to the incident, then you will be responsible for your own fuel to get home. Company will not pay you mileage for you use of your vehicle or for driving the vehicle.

If you complete an incident and decide before another dispatch is issued that you want to go home, Company will pay the cost of your transportation home. However, if you choose to go someplace other than your home, you will be responsible for your own costs of transportation.

Post-Employment

References

Stewart's does not respond to oral requests for references. All requests must be in writing and on company letterhead. In the event you leave the employ of Stewart's, we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a "reference release" waiver, allowing us to release reference information beyond merely confirming that you worked at Stewart's for a specific period of time and your position. As an employee, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to the personnel department for a response.

Reinstatement

See "Former Employees" in the "Employment" section for information on reinstatement.

Resignation

While we hope both you and Stewart's will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with Stewart's. If you anticipate having to resign your position with Stewart's, you are expected to notify your Unit Manager at least two (2) weeks in advance of the date that you must leave.

Return of Company Property

Any Stewart's property issued to you, such as product samples, tools or uniforms, must be returned to Stewart's at the time of your dismissal or resignation, or whenever requested by your Unit Manager or a member of management. **You are responsible to pay for any lost or damaged items.**

THANK YOU

Thank you for taking the time to read this Manual. We are sure that it will help you understand your job and the policies of Stewart's. If you have any questions, please feel free to ask your Unit Manager.

Please complete the following pages and give to the Unit Manager or Assistant Unit Manager or mail to:

Stewart's Firefighter Food Catering, Inc.
P.O. Box 818,
Redmond, OR 97756

Please print and use ink.

Please have copies of the following:

- Driver's License
- Passport (if you have one)
- Driving record from the DMV – 3 years

Please bring a voided check, if you wish to have direct deposit. Please return only the following pages.

EXHIBIT A

Employee Manual Receipt Acknowledgement Form

I, _____, have received a copy of the Employee Manual (the "Manual") of Stewart's Firefighter Food Catering, Inc. ("Company") dated effective _____. I have read the Manual in its entirety and understand and agree that I must abide by the policies set forth therein.

I understand that the Manual is presented as a guide for Company employees and contains descriptions and explanations of Company's rules, policies, procedures, and benefits. I understand the rules, policies, procedures, and benefits contained in the Manual may be changed, deleted, suspended, and/or discontinued by Company for any reason or no reason, at any time, with or without prior notice. I acknowledge that Company has adopted a substance abuse policy and have read the substance abuse policy in its entirety. I acknowledge and agree that I may be required to complete certain drug and alcohol testing in accordance with the substance abuse policy. I further acknowledge and agree that my failure to comply with Company's substance abuse policy (and/or any other Company policy) may result in disciplinary action up to and including termination of employment.

I understand that my employment with Company is at-will. Therefore, my employment relationship may be terminated at the option of either Company or me at any time, for any reason or no reason, with or without cause or prior notice. I understand that nothing contained in the Manual or this acknowledgement will be construed to modify, change, or vary the at-will nature of my employment relationship with Company or to create a contract of employment for a specific period of time.

Employee:

Unit Manager:

Print: _____
Dated: _____

Print: _____
Dated: _____

EXHIBIT B

**STEWART'S FIREFIGHTER FOOD CATERING, INC.
EMPLOYEE COMPLAINT PROCEDURE FORM**

I. COMPLAINT

Employee's Full Name:		Job Title:	
Home Address:		Work Telephone No.:	Home Telephone No.:
		Work E-mail Address:	Home E-mail Address:
Date Event Prompting Complaint Occurred:			
Reason for Complaint (use attachments if necessary):			
The following are facts supporting the filing of this complaint (use attachments if necessary):			
I am requesting the following relief (use attachments if necessary):			
Date:		Employee's Signature:	

II. FIRST RESOLUTION STEP

Date Received:		Date of Meeting:	
Response (use attachments if necessary):			
Date:		First Step Respondent's Signature:	Telephone No.:
Date Received: _____			
Employee's Response (check one):			
<input type="checkbox"/> My complaint has been satisfactorily resolved.			
<input type="checkbox"/> My complaint has not been satisfactorily resolved. I request further consideration of my complaint under the second resolution step, if applicable.			

Employee's Comments (optional - [use attachments if necessary]):	
Date:	Employee's Signature:

III. SECOND RESOLUTION STEP (IF APPLICABLE)

Date Received:		Date of Meeting:
Response (use attachments if necessary):		
Date:	Second Step Respondent's Signature:	Telephone No.:
Date Received: _____ Employee's Response (check one): <input type="checkbox"/> My complaint has been satisfactorily resolved. <input type="checkbox"/> My complaint has not been satisfactorily resolved. I request further consideration of my complaint under the third resolution step, if applicable.		
Employee's Comments (optional - [use attachments if necessary]):		
Date:	Employee's Signature:	

SCHEDULE 1

EMPLOYMENT APPLICATION

APPLICANT INFORMATION This Application Must Be Complete. All boxes must be filled in or marked to be considered for employment. An incomplete application will be returned to you. Press "Tab" to go to each field.							
Last		First		M.I.		Date	
Street					Apartment/Unit #		
Mailing							
City				State		ZIP	
Phone			E-mail Address				
Date			Social Security No.			Desired Salary	
Position Applied for							
Please type "Yes" or "No" to answer the following questions.							
Are you a citizen of the United States?			If no, are you authorized to work in the U.S.?				
Are you at least 18 years of age?			Do you have a Food Handlers Permit?				
Have you ever worked for this company?			If yes, when?				
E-Verify Required							
Position – Food Service							
Will assist in all phases of mobile kitchen camp set-up as directed. Which include, but not limited to, setting up tents, chairs, ramps, Parking, cleaning, serving, etc. as directed. General food preparation and serving. Work independently. Must be able to lift and carry up to 25 lbs. frequently and stand for eight (8) hours or more. Must be able to work with hands at waist level for long periods and must be able to twist, bend, and stand for long periods of time. Must be able to be away from home for long periods of time. Must be fit and ready to work.							
I have read the above job description (initials)							
Cook position – Please describe your experience							
CONDITIONS OF EMPLOYMENT Please answer "Yes" or "No" to answer the following questions.							
Do you understand that you are an Oregon employee?							
Do you understand your place of work will be at the location of the catering incident?							
Do you understand and accept that you will be required to travel out of state for the duration of the incident(s) and for extended periods of time?							
Can you adapt to extreme situations and long work hours?							
Do you understand that you will be camping at the incident site and be required to provide your own tent and sleeping gear?							

Do you understand that you may be in remote locations with limited or no cell service, wifi, or other	
Do you understand that time off will be near the location of the incident?	
Do you understand that this is a Federal Contract and that Federal Laws apply at the incident?	
Do you understand that drugs and alcohol are not allowed in company vehicles or at the incident?	

<i>Please list three professional references.</i>							
Name					Phone		
Name					Phone		
Name					Phone		
Previous Employment							
Company					Phone		
Address					Supervisor		
Job Title							
Responsibilities							
From			To			Reason for Leaving	
May we contact your previous supervisor for a reference?					YES		NO
Company					Phone		
Address					Supervisor		
Job Title							
Responsibilities							
From			To			Reason for Leaving	
May we contact your previous supervisor for a reference?					YES		NO
Military Service							
Branch				From			To
Rank at Discharge				Type of Discharge			
If other than honorable, explain							
Disclaimer and Signature							
I certify that my answers are true and complete to the best of my knowledge.							
If this application leads to employment, I understand that false or misleading information in my application or interview							
may result in my release.							
Signature					Date		

SCHEDULE 2

DRIVER'S APPLICATION PACKET

**STEWART'S FIREFIGHTER FOOD CATERING, INC.
PO BOX 818, REDMOND, OR 97756 541.923.6936**

DRIVER'S APPLICATION FOR EMPLOYMENT

ALL APPLICANTS BEING CONSIDERED FOR ANY DRIVER'S POSITION MUST COMPLETE THIS PACKAGE.

NAME: _____
(Last) (First) (MI)

ADDRESS: _____
(Street) (City) (State) (Zip)

DATE OF BIRTH: _____ SOC. SEC. NO. _____

TELEPHONE NUMBER _____ EMAIL ADDRESS _____

PREVIOUS THREE YEARS RESIDENCY:

(Street) (City) (State) (Zip) # OF YEARS

(Street) (City) (State) (Zip) # OF YEARS

(Street) (City) (State) (Zip) # OF YEARS

(Attach sheet if more space is needed)

LICENSE INFORMATION

Section 383.21 FMCSR state "No person who operates a commercial motor vehicle shall at any time have more than one driver's license". I certify that I do not have more than one motor vehicle license, the information for which is listed below.

STATE	LICENSE NO.	TYPE	EXPIRATION DATE

DRIVING EXPERIENCE:

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ETC.)	DATES		APPROX. NO. OF MILES (TOTAL)
		FROM	TO	
STRAIGHT TRUCK				
TRACTOR & SEMI TRAILER				
TRACTOR - TWO TRAILERS				
OTHER				

ACCIDENT RECORD FOR PAST 3 YEARS OR MORE (ATTACH SHEET IF MORE SPACE IS NEEDED)

DATES	NATURE OF ACCIDENT (HEAD-ON, REAR-END, ETC.)	# FATALITIES	# INJURIES	CHEMICAL SPILLS

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

DATE (month/year)	VIOLATION	STATE OF VIOLATION LOCATION	PENALTY (forfeited bond, collateral and/or points)

A. Have you ever been denied a license, permit or privilege to operate a motor vehicle? _____

If yes, explain _____

B. Has any license, permit or privilege ever been suspended or revoked? _____

If yes, explain _____

Additional Information

EMPLOYMENT RECORD (ATTACH SHEET IF MORE SPACE IS NEEDED)

Applicants that desire to drive in intrastate/interstate commerce must provide the following information on all employers during the previous three years. You must give the same information for all employers you have driven a commercial motor vehicle for the seven years prior to the initial three years (total of ten years employment record).

Must list the complete mailing address: street number and name, city, state and zip code.

LAST EMPLOYER NAME _____

ADDRESS:

Street or PO Box City State Zip Code Telephone number

POSITION HELD _____ FROM _____ TO _____

REASON FOR

LEAVING:

ANY GAPS IN EMPLOYMENT AND/OR UNEMPLOYMENT MUST BE EXPLAINED, INCLUDE DATE (MONTH/YEAR) AND REASON.

Were you subject to the Federal Motor Carrier Safety Regulations (FMCSRs) while employed by the previous employer?

Was the previous job position designated as a safety sensitive function in any DOT regulated mode, subject to alcohol and controlled substances testing requirements as require by 49 CFR Part 40?

SECOND EMPLOYER NAME _____

ADDRESS:

Street or PO Box City State Zip Code Telephone number

POSITION HELD _____ FROM _____ TO _____

REASON FOR

LEAVING:

ANY GAPS IN EMPLOYMENT AND/OR UNEMPLOYMENT MUST BE EXPLAINED, INCLUDE DATE (MONTH/YEAR) AND REASON.

Were you subject to the Federal Motor Carrier Safety Regulations (FMCSRs) while employed by the previous employer?

Was the previous job position designated as a safety sensitive function in any DOT regulated mode, subject to alcohol and controlled substances testing requirements as require by 49 CFR Part 40?

THIRD EMPLOYER NAME _____

ADDRESS:

Street or PO Box City State Zip Code Telephone number

POSITION HELD _____ FROM _____ TO _____

REASON FOR

LEAVING:

ANY GAPS IN EMPLOYMENT AND/OR UNEMPLOYMENT MUST BE EXPLAINED, INCLUDE DATE (MONTH/YEAR) AND REASON.

Were you subject to the Federal Motor Carrier Safety Regulations (FMCSRs) while employed by the previous employer?

Was the previous job position designated as a safety sensitive function in any DOT regulated mode, subject to alcohol and controlled substances testing requirements as require by 49 CFR Part 40?

TO BE READ AND SIGNED BY APPLICANT

I authorize you to make sure Investigation and inquiries to my person, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. (Generally, inquiries regarding medical history will be made only if and after a conditional offer of employment has been extended.) I hereby release employers, schools, health care providers and other persons from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the Company.

"I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23(d) and I understand that I have the right to:

- * Review information provided by current/previous employers;
- * Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
- * Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information."

Date

Applicant's Signature (Electronic or Handwritten)

This certifies that I completed this application, and that all entries on it and information in it are true and complete to the best of my knowledge.

Date

Applicant's Signature (Electronic or Handwritten)

My signature, either Electronic or otherwise, certifies that the signature on this application was completed by me.

Date

Applicant's Signature (Electronic or Handwritten)

NOTE: A motor carrier may require an applicant to provide information in addition to the information required by the Federal Motor Carrier Safety Regulations.

STEWART'S FIREFIGHTER FOOD CATERING,

DOT RELEASE/REQUEST OF INFORMATION

1. NEW EMPLOYER INFORMATION

Company Name: Stewart's Firefighter Food Catering, Inc.	Phone: 541-923-6936
Address: PO Box 818, Redmond, OR 97756	Fax: 541-548-2281
Designated Employer Representative: Susan Stewart	

2. TO BE COMPLETED BY DRIVER:

NAME: _____
(Last) (First) MI

Date of Birth _____ SSN or ID No. _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, Listed in Section 3, to the employer listed in Section 1. This release is in accordance with the DOT Regulations.

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return to duty process following a rule violation.

Signature (Electronic or Handwritten) _____

Date _____

3. PREVIOUS EMPLOYER RESPONSE:

Company Name: _____			
ADDRESS: _____			
Street or PO Box	City	State	Zip Code
Phone: _____	Fax: _____		
Designated Employer Representative: _____			
In the three years prior to the date of the employee's signature (Section 2), for DOT-regulated testing:			
1	Did the employee have alcohol tests with a result of 0.04 or higher?	Y	N
2	Did the employee have verified positive drug tests?	Y	N
3	Did the employee refuse to be tested?	Y	N
4	Did the employee have other violation of DOT agency drug and alcohol testing regulations?	Y	N
5	Did a previous employer report a drug and alcohol rule violation to you?	Y	N
6	If you answered "yes" to any of the above items, did the employee complete the return to duty process?	Y	N
<i>Note: If you answered "yes" to Item 5, you must provide the previous employer's report. If you answered "yes" to Item 6, you must also transmit the appropriate return to duty documentation (e.g. SAP report(s), follow-up test records.</i>			
Name of person providing information in Section 3: _____			
Title:		_____	
Phone No:		_____	
Date:		_____	

SCHEDULE 3

AUTHORIZATION AND RELEASE TO OBTAIN MOTOR VEHICLE REPORT(S)

STEWART'S FIREFIGHTER FOOD CATERING, INC.

AUTHORIZATION AND RELEASE TO OBTAIN MOTOR VEHICLE REPORT(S)

Under the provisions of the Fair Credit Reporting Act, 15 USC, Section 1681 et seq., the Americans with Disabilities Act, and all applicable federal, state, and local laws, I hereby authorize and permit Stewart's Firefighter Food Catering, Inc. To obtain a copy of my Motor Vehicle Report (MVR) as part of its review of my application for employment.

I agree that a copy of this authorization has the same effect as an original.

I hereby release and hold harmless any person, firm, or entity that discloses matters in accordance with this authorization, as well as Stewart's Firefighter Food Catering, Inc., from liability that might otherwise result from the request for use and/or disclosure of any or all of the foregoing information.

I understand and acknowledge that, under the provisions of the Fair Credit Report Act, I may request a copy (after I have provided proper identification) of the MVR from the consumer reporting agency that compiled the report.

This authorization shall remain in effect over the course of my employment with Stewart's Firefighter Food Catering, Inc., and MVRs may be ordered periodically during the course of this employment.

Signature of Applicant/Employee

Date

You are required to promptly notify your department head if your license is suspended or revoked and if you receive any violations

DRIVER INFORMATION
NAME:
ADDRESS:
CITY/ST/ZIP:
TELEPHONE NO.
DRIVER'S LICENSE NO. AND EXPIRATION DATE:
(A photocopy of the Driver's License must be attached to this authorization)
DATE OF BIRTH:

Tear Off and Give to Unit Manger or Mail or Fax to:
Stewart's Firefighter Food Catering, Inc.
PO Box 818, Redmond, OR 97756
541-923-3283 Fax

SCHEDULE 4

FOOD EMPLOYEE REPORTING AGREEMENT

FOOD EMPLOYEE REPORTING AGREEMENT

Preventing Transmission of Diseases through Food by Infected Food
Employees with Emphasis on illness due to Salmonella Typhi, Shigella spp.,
Escherichia coli 0157:H7, and Hepatitis A Virus

The purpose of this agreement is to ensure that Food Employees notify the Unit Manager or Person in Charge when they experience any of the conditions listed so that the Unit Manager or Person in Charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE UNIT MANAGER OR PERSON IN CHARGE:

FUTURE SYMPTOMS AND PUSTULAR LESIONS:

1. Diarrhea
2. Fever
3. Vomiting
4. Jaundice
5. Sore throat with fever
6. Lesions containing pus on the hand, wrist, or any exposed body part (such as boils and infected wounds, however small)

FUTURE MEDICAL DIAGNOSIS:

Whenever diagnosed as being ill with typhoid fever (Salmonella Typhi), shigellosis (Shigella spp.), Escherichia coli 0157:H7 Infection (E. Coli 0157:H7), or Hepatitis A (Hepatitis A virus).

FUTURE HIGH-RISK CONDITIONS:

1. Exposure to or suspicion of causing any confirmed outbreak of typhoid fever, shigellosis, E. coli 0157:H7 infection, MRSA, Norovirus, or Hepatitis A.
2. A household member diagnosed with typhoid fever, shigellosis, E. coli 0157:H7 infection, MRSA, Norovirus, or Hepatitis A.
3. A household member attending or working in a setting experiencing a confirmed outbreak of typhoid fever, shigellosis, E. coli 0157:H7 infection, MRSA, Norovirus, or Hepatitis A.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses, and high-risk conditions specified;
2. Work restrictions or exclusions that are imposed upon me; and
3. Good hygienic practices.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve legal action against me.

Applicant or Food Employee Name (please print):

Signature of Applicant or Food Employee:

Date: _____ Time: _____

Signature of Unit Manager: _____

Date: _____

Tear Off and Give to Unit Manger or Mail or Fax to:
Stewart's Firefighter Food Catering, Inc.
PO Box 818, Redmond, OR 97756
541-923-3283 Fax

SCHEDULE 5

LIVING ACCOMMODATIONS

The ground and blue sky is your hotel, our business is that of an emergency situation. We try, but are not responsible for, bringing in tents and even camper trailers. This is not always possible.

Listed below are some examples of personal items you will need to pack and bring with you. It is your responsibility to bring personal items.

<input type="checkbox"/> Sleeping bag	<input type="checkbox"/> Pillow	<input type="checkbox"/> Shampoo	<input type="checkbox"/> Hair brush/comb	<input type="checkbox"/> Toothpaste
<input type="checkbox"/> Toothbrush	<input type="checkbox"/> Radio	<input type="checkbox"/> Jacket	<input type="checkbox"/> Clothing	<input type="checkbox"/> Games (card or board)
<input type="checkbox"/> Shoes (3 or 4)	<input type="checkbox"/> Socks	<input type="checkbox"/> Books	<input type="checkbox"/> Air mattress	
<input type="checkbox"/> Deodorant	<input type="checkbox"/> Cigarettes	<input type="checkbox"/> Tent	<input type="checkbox"/> Cot	

Please limit your personal items to two bags, as that is all that Greyhound will allow on board and there is limited space in the Company vehicles. The Company is not responsible for items that are left behind.

OTHER ITEMS TO BRING:

This is for your personal use – please feel free to make notes.

SCHEDULE 6

VEHICLE USE POLICY

DRIVER'S LICENSE & DRIVING RECORD

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You **MUST** submit a copy of your driving record to Stewart's yearly. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

SAFETY RULES

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Stewart's activities, including, but not limited to, the following:

- Before entering a vehicle, inspect outside—tires, lights, mirrors, objects underneath or behind vehicle.
- Drive with lights on at all times, not set to AUTO as it does not work during daylight hours. Remember to turn lights off when parking.
- All drivers and passengers must wear seat belts while vehicle is in motion.
- Vehicle must be in the TOW/HAUL mode if pulling a trailer.
- Pull over and stop to talk on a cell phone or use headset/hands-free equipment.
- No TEXTING while driving.
- No taking photos while driving.
- Obey traffic laws.
- Avoid "horseplay" or practical jokes.
- Use air hoses only for the use intended. Avoid blowing air at yourself or anyone else.
- Operate motorized equipment only if authorized by your immediate manager. All operators must be licensed.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary action.

USE OF COMPANY VEHICLES

If you are authorized to use a Stewart's vehicle for Company business, you must adhere to the following rules:

1. You must be a licensed driver.
2. You must have a Medical Card.
3. You must maintain a daily log book.
4. No driving after consuming any amount of alcohol or use of drugs.
5. You must maintain daily mileage reports.
6. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties and for following the manufacturer's recommended oil change schedule.
7. **You are responsible for paying any moving violation tickets. Also, please park appropriately—parking violations will not be paid by Stewart's.**

8. You must keep the vehicle clean at all times, and washed and vacuumed as often as necessary. You will be reimbursed for your reasonable expense of keeping the vehicle clean. Please retain receipts for reimbursement.
9. You must not allow persons not authorized or employed by Stewart's to operate or ride in a Company vehicle.
10. Prior to operation of any Company vehicle, your manager will train you on the appropriate steps to take if you are involved in an accident, including filling out the accident report, getting names of witnesses, etc.

IN CASE OF ACCIDENT

If you are involved in an accident, please take the following actions:

- **TAKE DETAILED PICTURES WITH THE CAMERA IN THE VEHICLE OR YOUR CELL PHONE**
- **COMPLETE ACCIDENT REPORT**
- **REPORT FOR DRUG TESTING AT NEAREST HOSPITAL IMMEDIATELY (take drug testing packet with you which will be provided by the Unit Manager)**

1. Report all accidents to:

Claim Line at 541-536-1726

Policy # MWPK07672804

THE INSURANCE CARD IS SHOULD BE FOUND IN JOCKEY BOX OR VISOR.

2. Report Accident to Attn: President Susan Stewart - Stewart's Firefighter Food Catering, Inc.

Telephone 541-923-6936 or 541-410-3469

Fax 541-548-2281 or 541-923-3283

3. The employee must (a) get immediate medical attention if he or she and/or the employee's passenger(s) is/are injured, (b) keep calm, (c) make no statements or admissions concerning fault or responsibility for the accident, (d) do not offer or agree to make payments for the accident or suggest that Company will pay for such accident, (e) discuss the accident only with police officers and the President, and (f) contact the president immediately.
4. Upon the occurrence of an accident, the employee must gather as much information as possible concerning all parties involved with the accident. This information should include the name, address, telephone number, insurance company, driver's license number, license plate number, and make and year of any and all vehicle(s) involved in the accident. Document precisely where and when the accident happened. Solicit the names, addresses, and telephone numbers of witnesses. If an accident report is taken, get the name and badge number of the responding officer(s). Refer all questions from lawyers, the other party(ies) to the accident, insurance adjusters, or any other party to the President.

PERSONAL VEHICLES

Personal vehicles are not allowed to carry Company property. Personal vehicles are for personal use of getting to the job site only. Personal Vehicles are not permitted to be parked at incident sites unless authorized in advance by the President.

TRAFFIC VIOLATIONS

If you are authorized to operate a Company vehicle in the course of your assigned work, you will be considered completely responsible for any accidents, fines, or traffic violations incurred.

OPERATION OF VEHICLES

When operating any Company vehicle and/or personal vehicle, each employee will operate such vehicles responsibly, in a safe manner, and in compliance with any and all applicable laws, regulations, ordinances, signals, and markings. An employee receiving a parking or driving citation (violation) while operating a Company vehicle will immediately notify Company of the same. The employee receiving a parking or driving citation (violation) is responsible for the payment of all resulting fines or fees. Company will not pay or reimburse any employee for the costs or expenses incurred by the employee as a result of the employee's violation of any law, regulation, ordinance, signal, or marking. Employees will be solely responsible for all costs incurred in operating their personal vehicles.

SCHEDULE 7

OREGON FAMILY LEAVE ACT (OFLA) & FAMILY MEDICAL LEAVE ACT (FMLA) POLICY

i. **Definitions**

As used in this OFLA/FMLA Policy, the following terms have the following meanings:

“Family member” is defined as a spouse, parent (biological, adoptive, step, foster, or in loco parentis), or child (biological, adopted, step, foster, or in loco parentis). “Family member” also includes a parent-in-law, grandparent, grandchild, same-gender domestic partner, and parent or child of same-gender domestic partner.

“Child” includes a biological, adopted, foster or stepchild, the child of a same-gender domestic partner, or a child with whom the employee is in a relationship of in loco parentis.

“Serious health condition” is defined under FMLA as an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care, including any period of incapacity connected with inpatient care or any subsequent treatment connected with such inpatient care, or (b) continuing treatment for (i) an incapacity of more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves, (ii) in-person treatment by a health care provider two or more times within 30 days of the first day of incapacity, with the first treatment occurring within 7 days of the first day of incapacity, or (iii) in-person treatment by a health care provider on at least one occasion occurring within 7 days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider; (c) any period of incapacity due to pregnancy or prenatal care; (d) any period of incapacity or treatment for a chronic serious health condition (i.e., asthma, diabetes, epilepsy, etc.); (e) permanent or long-term incapacity for which treatment may not be effective but is under the continuing supervision of a health care provider (i.e., Alzheimer’s, severe stroke, terminal stages of a disease, etc.); or (f) multiple treatments by a health care provider for and recovery from restorative surgery after an accident or other injury or a condition that if not treated would result in incapacitation of more than three calendar days (i.e., chemotherapy or radiation for cancer, physical therapy for severe arthritis, dialysis for kidney disease, etc.). The common cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraine), routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications) are examples of conditions that are not generally defined as serious health conditions.

ii. **Reasons for Taking Leave**

Family Medical Leave may be taken under any of the following circumstances:

Parental Leave

For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.

Family Member’s Serious Health Condition Leave

To care for a family member with a serious health condition.

Employee’s Serious Health Condition Leave

To recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care.

Sick Child Leave

To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.

Call to Active Duty Leave

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only.

Oregon Military Family Leave Act

During a period of military conflict, as defined by the OFLA statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces (“Military Spouse”), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. Leave taken under the OFLA may be included in the total amount of leave authorized under OFLA. To be eligible, an employee must have been employed for 180 days immediately preceding the leave and worked at least an average of 25 hours per week during the 180-day period. Where an employee’s need for OFLA leave is also covered by the Qualifying Exigency entitlements of the FMLA, OFLA and FMLA leave run concurrently.

Service Member Family Leave

Eligible employees may take up to 26 weeks of leave to care for a “covered service member” during a single 12-month period. A “covered service member” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This type of leave is available under FMLA only.

iii. Eligible Employees

To qualify for Oregon Family Leave for a serious health condition or sick child leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week. To qualify for parental leave under Oregon law, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

Employees are eligible for federal Family Leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment), for 1250 hours during the 12 months preceding the date leave is to begin, and if they are employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Part-time employees who meet the hourly eligibility requirements for family leave are entitled to a pro-rated equivalent of 12 workweeks of leave during the year. If a part-time employee works a varying schedule, the leave entitlement is based on the average weekly hours over the 12 weeks worked prior to the beginning of the leave period. Leave under state and federal law will run concurrently when permitted. Please contact Human Resources for more information on eligibility.

iv. **Length of Leave**

In any one-year calculation period, eligible employees are entitled to Family Medical Leave within the following limits: (a) 12 weeks of Family Medical Leave (parental leave, serious health condition leave, sick child leave, or call to active duty leave); (b) 12 weeks of leave for an illness, injury, or condition related to pregnancy or childbirth that disables the employee; and (c) employees who take the entire 12 weeks of parental leave are entitled to an additional 12 weeks of leave to care for a sick child.

When leave is taken for Service Member Family Leave, an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for the service member. During the single 12-month period in which service member family leave is taken, an eligible employee is entitled to a combined total of 26 workweeks of leave for purposes of parental leave, serious health condition leave, or call to active duty leave.

v. **One-Year Calculation Period**

The “12-month period” during which leave is available (also referred to as the “one-year leave calculation period”) will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

vi. **Intermittent Leave**

Intermittent or reduced schedule leave may be taken when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Additionally, leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without their express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of operations, including consulting Human Resources prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Company and the employee. Intermittent leave for parental leave is not available.

vii. **Employee Responsibilities - Notice**

Employees must provide at least 30 days’ advance notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on 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 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.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee will advise the Human Resources Manager as soon as practicable if dates of scheduled leave change or are extended or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify the Human Resources within 10 business days or as soon as possible. Further, employees must provide written notice within three (3) days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Company's normal call-in procedures. Employees who fail to comply with Company's leave procedures may be denied leave, or the start date of the employee's Family Medical Leave may be delayed.

viii. **Certification**

Generally speaking, employees must provide sufficient information for Company to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Service Member Family Leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

- a. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
- b. Employees requesting sick child leave under OFLA may be required to submit a medical certificate if the employee has requested to use more than three (3) days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.
- c. Employees must furnish Company's requested medical certification information within 15 calendar days after such information is requested by Company.
- d. In some cases (except for leave to care for a sick child), Company may require a second or third opinion, at Company's expense. Employees also may be required to submit subsequent medical verification.

ix. **Fitness-for-Duty Certification**

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from their health care provider stating that the employee is able to resume work.

x. **Substitution of Paid Leave for Unpaid Leave**

Employees must use any available sick leave and vacation leave (if any) while on approved Family Medical Leave. If the employee's sick leave and vacation leave (if any) is exhausted, the leave will be unpaid. Employees will inform Human Resources if they wish to use sick leave or other paid leave (if any) during a qualifying leave of absence.

xi. **Holiday Pay While on Leave**

Employees using sick leave or vacation leave (if any) during a portion of approved Family Medical Leave in which a holiday (if any) occurs will qualify to receive holiday pay, if any. Employees who are on unpaid leave during a holiday, if any, will not qualify to receive holiday pay, if any.

xii. **On-the-job Injury or Illness**

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify as Federal Family Medical Leave (FMLA) if the injury or illness is a "serious health condition" as defined by applicable law. Periods of employee disability resulting from a disabling compensable workers' compensation injury will not be counted as OFLA leave unless the injury or illness is a "serious health condition" of the employee as defined by Oregon law and the employee has refused a bona fide offer of

light-duty or modified employment.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

If you suffer an injury while on-the-job, you must report the injury immediately to Human Resources. If you are on leave due to an on-the-job injury and then receive medical clearance to return to full or partial duty, you must supply a copy of the release to Human Resources within seven (7) days from the date of the release, extended for mailing by three (3) days for Oregon residents and seven (7) days for non-residents.

xiii. **Benefits While on Leave**

If an employee is on approved Family Medical Leave under FMLA, Company will continue the employee's health coverage (if any) under any "group health plan" on the same terms as if the employee had continued to work. If an employee is on approved OFLA Leave, Company will continue the employee's health coverage (if any) under any "group health plan" while on qualifying leave. The Employee is still responsible to remit payment for his/her share of his/her health coverage premiums.

xiv. **Job Protection**

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. With the exception of employees on leave as the result of an on-the-job injury or illness or otherwise required by law, reinstatement will not be considered if the leave period exceeds the maximum allowed.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees are on leave because they are unable to work. Employees who work for other employers during their leave, or who use Family Medical Leave for reasons other than the reason for which leave had been granted, may be subject to disciplinary action up to and including termination of employment.

xv. **Complaint Process under FMLA**

Generally, a complaint must be filed within two (2) years of the date of the last action which the employee contends was in violation of FMLA. However, if it can be shown that the action taken by the employer was willful, the complaint may be filed within three (3) years of that date. For the best chance of success in resolving the complaint, the complaint should be filed as soon after the date of the last action thought to be in violation of FMLA as reasonably possible. The complaint may be filed by the employee or any other person on behalf of the employee.

Complaints may be filed with the Secretary of Labor by contacting the nearest office of the Wage and Hour Division of the Employment Standards Administration, U.S. Department of Labor. The complaint may be filed in person, by letter, or by telephone; however, the complaint must be reduced to writing. The U.S. Department of Labor will review the merits of the complaint, and where appropriate, will undertake to resolve the complaint administratively through negotiations with the employer. When the complaint is resolved administratively, actions are limited to a two-year period and interest and liquidated damages are not recovered. In some cases, the Secretary of Labor may file a lawsuit on behalf of the employee in the event negotiations with the employer are unsuccessful and the Secretary is convinced that violations of the Act did occur.

To Access Additional Information:

If you have access to the Internet more information may be found at:

<https://www.dol.gov/general/topic/benefits/leave/fmla>

To locate your nearest Wage-Hour Office, telephone the Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243): a customer service representative is available to assist you with referral information from 8am to 5pm in your time zone; or log onto DOL's Home Page at <http://www.wagehour.dol.gov>.

U.S. Department of Labor Employment Standards Administration Wage and Hour Division, Washington, D.C. 20210.

SCHEDULE 8

SUBSTANCE ABUSE POLICY

a. Substance Abuse Policy

Company recognizes that the future of Company is dependent on the physical and psychological health of its employees. Company also recognizes drug and alcohol dependency as an illness and a major health problem. Company will utilize every reasonable means to maintain a drug-free work environment for its employees, including supervisor training, employee education, providing employees access to information concerning drug and alcohol abuse programs, and implementing substance abuse testing of employees and job applicants to detect the use of illegal substances.

b. Definitions

As used in this substance abuse policy, the following terms have the following meanings:

“Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

“Drug” means any substance or chemical that has a mind or function-altering effect on the human body, including, without limitation, amphetamines, methamphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, marijuana, or a metabolite of any such substances.

“Employee” means any person who works for salary, wages, or other remuneration.

“Job applicant” means a person who has applied for a position with Company and has been offered employment conditioned upon successfully passing a substance abuse test (which person may have begun work pending the results of the substance abuse test).

“Nonprescription medication” means a drug or medication authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments, or injuries.

“Prescription medication” means a drug or medication lawfully prescribed by a physician for an individual and taken in accordance with such prescription.

“Substance” means drugs (which includes marijuana) or alcohol.

c. Prohibited Conduct

The primary goal of Company is to maintain a safe, productive, and drug-free work environment. For this reason, Company has established the following policy: (a) an employee will not use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job; (b) an employee will not report to work under the influence of illegal drugs or alcohol; and (c) an employee will not use prescription drugs illegally (provided, however, nothing in this policy precludes the appropriate use of prescription or non-prescription medications). Any violation of this policy may result in disciplinary action up to and including termination of employment. **Marijuana is considered a “controlled substance” under applicable federal regulations. Therefore, marijuana is an illegal drug for purposes of this substance abuse policy, even if it has been prescribed by a physician and even though Oregon has authorized the use and sale of recreational and/or medical marijuana.**

d. Pre-Employment Drug Testing

Prior to an offer of employment being made, a job applicant will be notified that he or she will be required to submit to a drug test as a condition of employment. Once a conditional offer of employment has been made, the job applicant will be required to undergo testing for the presence of drugs as a condition of employment. The job applicant will be required to submit voluntarily to a drug test at a laboratory chosen by Company and, by signing a consent agreement, will release Company from liability connected to the pre-employment drug testing. Any job applicant with a confirmed positive test will be denied employment. Refusal to submit to a drug test will be interpreted as a voluntary withdrawal of application for employment.

If the physician, medical official, or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment. Company will not discriminate against applicants for employment because of a past history of drug abuse. It is the current use of drugs that is prohibited. The job applicant with a confirmed positive test result may, at his or her option and expense, have a second confirmation test made on the same specimen. A job applicant will not be allowed to submit another specimen for testing. Applicants must present themselves drug-free as demonstrated by the drug testing selected by Company. Individuals who have failed a pre-employment drug test may initiate another inquiry with Company after a period of not less than six (6) months.

e. General Procedures

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work. If possible, the employee's Unit Manager will seek the an officer's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including, without limitation, whether illegal drug use has occurred. If, in the opinion of the supervisor, the employee is considered impaired, a drug test may be required. If a drug test is not immediately possible, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative (depending on the determination of the observed impairment) and accompanied by the supervisor or another employee if necessary. An impaired employee will not be allowed to drive. To ensure that the decision to test is reasonable, the Unit Manager will discuss with an Officer his or her reasons for believing that testing is warranted.

f. Employee Drug Testing

Company has adopted testing practices to identify employees who use illegal drugs on or off the job. It will be a condition of employment for all employees to submit to drug testing under the following circumstances:

Reasonable Suspicion

Testing may occur when there is reasonable suspicion to believe that an employee is using illegal drugs. Reasonable suspicion of illegal drug use may arise under the following circumstances: (a) observation of drug use or of the physical symptoms or manifestations of being impaired due to drug use; (b) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (c) a report of drug use provided by a reliable and credible source; (d) evidence that an individual has tampered with any drug test during his or her employment with Company; or (e) evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working, on Company's premises, or while operating any equipment. An employee who has been asked to undergo reasonable suspicion testing may be required to transfer to another position at Company's discretion pending the results of the testing.

Injury or Loss

Testing may occur when an employee has caused or contributed to an on-the-job injury that resulted in a loss of worktime for any employee. Loss of worktime means any period of time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider.

Fitness for Duty

Testing may be conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of Company's established policy or that is scheduled routinely for all members of an employment classification or group.

Random

Testing may occur as part of Company's random drug testing policy. All employees are subject to random testing. Employees will be notified if they have been randomly selected for substance abuse testing. Employees must provide a specimen within 12 hours from the time of notification, by means of the drug testing method selected by Company.

g. Consequences of Positive Test Result

Employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed to submit another specimen for testing. An employee will be suspended without pay pending the results of the second confirmation test. If the physician, medical official, or lab personnel has reasonable suspicion to believe that the employee has tampered with the specimen, the employee may be subject to disciplinary action up to and including termination of employment. Company may terminate any employee with a confirmed positive test result. If a decision not to terminate is made, the employee may be suspended without pay pending a confirmed negative test result. The employee must provide a confirmed negative test result, at the employee's own expense, within 30 days from the date of the positive test result.

h. Alcohol Abuse

An employee who is under the influence of alcohol at any time while on Company business or at any time during the hours between the beginning and ending of the employee's work day, whether on duty or not and whether on Company property or not, will be guilty of misconduct and may be subject to discipline up to and including termination of employment. An employee will be determined to be under the influence of alcohol if (a) the employee's normal faculties are impaired due to the consumption of alcohol, or (b) the employee has a blood alcohol level of .00 or higher. To the extent Company determines applicable, testing to determine whether an employee is under the influence of alcohol will occur in accordance with the procedures described in this Section (h).

i. Confidentiality

Company will treat as confidential all information received by Company through its drug and alcohol testing program consistent with the provisions of the Drug-Free Workplace Act, and other applicable federal, state, and local laws, rules, and regulations. Except as provided therein, release of such information will be solely pursuant to a written consent form signed by the person tested.

j. Commercial Drivers

In compliance with the Omnibus Transportation Employee Testing Act of 1991 and applicable Oregon law, Company maintains a drug and alcohol testing program (the "CDL Testing Program") for applicants and employees who are required to obtain a commercial driver's license. The CDL Testing Program includes pre-employment, reasonable suspicion, random, and post-accident alcohol and controlled substances testing. Employees subject to the CDL Testing Program will also be subject to Company's general substance abuse policy. Any employee that violates the CDL Testing Program may be subject to disciplinary action up to and including termination of employment.