



# EMPLOYEE HANDBOOK

WELCOME TO  
THE CEX TEAM!



July 2024

# **WELCOME**

We at Coffman Excavation take great pride in our work. We believe in making a difference – a difference to our customers, our employees and their families, and to our community.

This handbook will explain what it means to be a member of our team. In it you will find information about rules, policies, procedures and what is expected of you. You also will learn about the benefits you can expect to receive as a Coffman Excavation team member.

Please read and learn the information in this handbook and keep it handy for future reference. It is your responsibility to become familiar with its contents. If you have any questions or comments after reading this handbook, please talk with your supervisor. It is important that you fully understand what is expected of you as a member of our team.

We are proud of Coffman Excavation's contributions to Oregon's construction landscape. You have joined an organization that is a leader in the state's construction industry. We have 'made a difference' with many of the major construction projects in Oregon and Southwest Washington such as The Rose Garden, the Oregon Convention Center, the Clark County Amphitheatre and site development of much of Portland's South Waterfront and many of the major semi-conductor manufacturing facilities.

As you read this handbook, we believe you will see why our Company has a reputation for excellence. With your help, we will continue to enjoy that standing.

We are glad you are here to help us provide the best service possible to our customers. We hope you will find your work here to be important, stimulating and rewarding.

**COFFMAN EXCAVATION, INC.  
13014 Clackamas River Drive  
OREGON CITY, OR 97045  
(503) 656-7000  
[www.coffmanexcavation.com](http://www.coffmanexcavation.com)  
CCB#198902**

## **PREFACE**

This handbook provides an overview of Coffman Excavation's policies and rules for employees and is intended to answer some of your questions and provide information on matters of importance to you as an employee. The policies and procedures in this handbook are for general reference only and may not be applicable in all cases. It is not intended to imply a contract of employment or to be a legal document governing these topics. The policies and procedures in this handbook may be changed by management at any time. No oral statements or representations by any Company representative can in any way change or alter the provisions of this handbook. All previously issued employment policies and procedures are superseded.

Notwithstanding the foregoing, if applicable, the terms of a Union Collective Bargaining Agreement ("CBA") will take precedence in the event of a conflict between the CBA and any term in this handbook.

### **At-will employment basis:**

Employment with our Company is on an "at-will" basis. Either the Company or the employee may terminate the employment relationship at any time, with or without notice or reason, unless expressly prohibited by law. Nothing in this handbook or in any document or statement other than written bargaining agreements shall limit the right to terminate employment at-will. No manager, supervisor, or employee of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the President of the Company has the authority to make any such agreement and, then, only in writing.

For more details about the information contained in this handbook, talk with your supervisor.

## Table of Contents

<b>OUR STORY .....</b>	<b>1</b>
<b>HOW WE WORK .....</b>	<b>2</b>
Hiring Practices .....	2
Discrimination and Harassment .....	3
Workplace Accommodations .....	6
Outside Work and Activities .....	7
Performance Reviews .....	7
Dispute Resolution .....	8
Whistleblower Protection .....	8
Complaint Investigation and Confidentiality .....	9
Discipline .....	9
Disciplinary Actions .....	9
Non-disclosure and Confidentiality .....	9
Voluntary Terminations .....	10
References .....	10
<b>OUR EMPLOYEES.....</b>	<b>11</b>
Trial Service Employees.....	11
Temporary Employees.....	11
Regular Employees .....	11
Part-time Employees .....	11
Full-time Employees .....	11
Union Employees .....	11
Shop Employees .....	12
Exempt and Non-Exempt Employees .....	12
<b>WORK SCHEDULES &amp; PAY .....</b>	<b>12</b>
Work Schedules and Work Week.....	12
Pay Day.....	12
Rest and Meal Breaks.....	13

Lactation/Breastfeeding Breaks .....	13
Punctuality .....	14
Overtime .....	14
Payroll Deductions .....	15
Personal Absences .....	15
<b>YOUR BENEFITS.....</b>	<b>16</b>
Vacation .....	16
Sick Leave (Oregon Employees).....	17
Holidays .....	19
401(K) Participation .....	20
Medical & Dental Insurance Coverage .....	20
Consolidated Omnibus Budget Reconciliation Act (COBRA) .....	20
Family Medical, Maternity and Parental Leaves of Absence .....	21
Federal Family and Medical Leave Act (FMLA).....	21
Oregon Family Leave Act (OFLA).....	23
Paid Leave Oregon.....	25
Military Service Leave.....	27
Domestic Violence Leave .....	27
Crime Victims' Leave .....	28
Jury and Witness Duty .....	29
Unpaid Leave of Absence / Additional Days Off .....	29
<b>OUR EXPECTATIONS .....</b>	<b>29</b>
Standards of Personal Conduct .....	29
Prohibited Conduct.....	30
Political Involvement .....	31
Personal Appearance.....	31
Company Safety.....	31
Workplace Violence .....	32
Theft.....	32
Conflicts of Interest.....	33
Gift Policy Standards and Requirements .....	34

Workers' Compensation .....	35
Using Company Vehicles and Equipment .....	35
Maintaining Vehicles and Equipment .....	36
Smoking or Vaping .....	37
Alcohol and Drugs.....	37
Weapons .....	42
Searches .....	42
Company Information Systems .....	42
The Internet and Social Networking .....	44
<b>RECEIPT OF EMPLOYEE HANDBOOK.....</b>	<b>46</b>
<b>APPENDIX A.....</b>	<b>47</b>

## **OUR STORY**

Founded in 1979, Coffman Excavation (called “CEX” or the “Company” in this handbook) has grown into one of the region’s premier excavation contractors. We’ve done this by focusing on integrity, service and long-term relationships. Customer loyalty is our number-one goal.

Our first jobs were designing and constructing residential septic systems. These days, we provide a broad range of major excavation and construction services.

We strive to always do our job in a way that turns each client into a long-term partner. We believe in bidding fairly, dealing honestly, communicating clearly, and following through on our commitments. We forge a bond of trust with customers and we expect the same level of behavior from you as a CEX employee.

Our goal with each project is to be more than just a bidder. We want to be an ally our clients can approach for a variety of pre-bid, construction, and sustaining services. Your help in making our customers happy is key to our organization’s success. How you do your job determines how well we succeed in our business.

To help you do a better job, we encourage the free flow of communication throughout our job teams. We support a participatory atmosphere that improves trust and enhances your performance. We believe in sharing the kind of professional know-how between veteran employees and new team members that is so important to the kind of work we do.

Our reputation is built on excellent service and quality work. Maintaining this reputation requires the active participation of every employee. As a representative of CEX, employees will conduct themselves in a professional manner. Employees must be courteous and respectful to customers and fellow employees at all times.

Employees should listen carefully to customer inquiries and complaints and then deal with them in a responsive, professional manner. If a customer should become unreasonable, abusive, or harassing, and the employee cannot resolve the problem, the customer should be referred to the employee’s supervisor. Employees are also encouraged to report recurring customer-related problems to their immediate supervisor and should be prepared to make suggestions for problem-solving changes.

Employee safety and training are not casual phrases here. We believe in an incident and injury-free work environment. We expect you to work safely, look out for the safety of others, take pride in your work, and represent CEX in a skilled and professional manner.

## **HOW WE WORK**

### **Hiring Practices**

Equal Employment Opportunity: CEX does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment based upon pregnancy, childbirth, or related medical conditions. CEX offers equal employment opportunities to all qualified persons regarding wages, benefits, promotions, and terms and conditions of employment, without regard to race (including physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protected hairstyles), creed, color, gender, age, disability – either physical or mental, national origin, religion, veteran status, current or future military status, marital status, sexual orientation, gender identity, gender expression, or any other status protected under the law. This policy of nondiscrimination prevails throughout every aspect of the employment relationship, including recruitment, selection, compensation, promotion, transfer, layoff, recall, termination and dispute resolution.

The Company will make reasonable accommodations for qualified employees with physical or mental disabilities and for the employee's religious beliefs that conflict with a workplace rule or function.

Any employee or applicant who feels he or she has been discriminated against should promptly take the following steps:

Report the matter to your immediate supervisor. If circumstances prohibit this report (e.g., the supervisor is involved in the conduct), report the behavior to the Human Resources Department ("HR"). You will be asked to orally or in writing, give specific details of the alleged discriminating behavior. Orally or in writing, state specific details of the discriminated behavior. It is helpful if details of dates, times, places, and witnesses, if any, of the discrimination can be provided.

If you believe action has not been taken to resolve your complaint, you may go directly to the President.

All complaints will be investigated appropriately and promptly. The identity of the employee making the complaint, as well as the identity of the individual accused of discrimination will be kept as confidential as is reasonably possible based upon the particular circumstances. The complaining employee will be advised generally of the outcome of the investigation following its conclusion.

If the Company's investigation shows that the accused employee violated this policy, the Company will take appropriate disciplinary action, up to and including discharge.



It is contrary to Company policy for a supervisor or any other employee to retaliate against any employee who raises a concern of discrimination in good faith or participates in a Company investigation in good faith. Please report any retaliatory conduct to the President immediately.

Affirmative Action: It is the policy of CEX to comply with the concepts and practices of the Affirmative Action Policy attached hereto as Appendix A.

## **Discrimination and Harassment**

CEX prohibits unlawful discrimination and harassment. This policy defines these terms and provides a complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy applies to all matters related to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

Discrimination and Workplace Harassment: It is CEX policy to provide a work environment free from unlawful discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, expunged juvenile record, performance of duty in a uniformed service or physical or mental disability, or any other characteristic protected by local law, regulation, or ordinance.

It is our policy that all employees, customers, clients, contractors, and visitors to the work site are entitled to a respectful and productive work environment free from behavior, action, or language that constitutes workplace harassment or discrimination. The "workplace" includes when employees are on company premises, at a Company-sponsored off site event, traveling on behalf of the Company, or conducting Company business, regardless of location.

The policy prohibits any conduct at work that a reasonable person in the individual's circumstances would consider unwelcome, intimidating, hostile, threatening, violent, abusive, or offensive. It also prohibits employment actions, including hiring, promotion, termination, and compensation decisions, to be taken based on a protected characteristic. This policy also prohibits any form of retaliatory action toward an employee for filing a complaint of discrimination or harassment, or for participation in an investigation of a complaint.

Workplace harassment can be based on national origin, age, sex, race, disability, religion, sexual orientation, gender identity, or gender expression. It may also encompass other forms of unwelcome, hostile, intimidating, threatening, humiliating, or violent behavior that is not necessarily illegal, but still prohibited by this policy.

Sexual harassment is a form of workplace harassment and includes, but is not limited to, the following types of conduct:

- Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual

nature when such conduct is directed toward an individual because of that individual's sex and submission to such conduct is made either explicitly or implicitly a term or condition of employment; or submission to or rejection of such conduct is used as the basis for employment decisions affecting that individual.

- Unwelcome verbal or physical conduct that is sufficiently severe or pervasive to have the purpose or effect of unreasonably interfering with work performance or creating a hostile, intimidating or offensive working environment.

Sexual Assault: Unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Prohibited Conduct: This policy prohibits conduct based on an individual's protected class status. Although by no means all-inclusive, the following examples represent prohibited behavior:

- Physical harassment, including but not limited to unwelcome physical contact such as touching, impeding or blocking movement, or any physical interference with work;
- Verbal harassment, including but not limited to disparaging or disrespectful comments, jokes, slurs, innuendoes, teasing, and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and derogatory insults;
- Nonverbal harassment, including but not limited to suggestive or insulting sounds, obscene gestures, leering or whistling;
- Visual harassment, including but not limited to displays of explicit or offensive calendars, circulation of derogatory content, posters, pictures, drawings or cartoons that reflect disparagingly upon a class of persons or a particular person; or
- Sexual harassment, as described above, including but not limited to unwelcome sexual advances, requests for favors in exchange for conduct of a sexual nature, submission to unwelcome conduct of a sexual nature in exchange for a term of employment, or other conduct of a sexual nature.

Penalties: We will not tolerate discriminatory conduct, harassment, or sexual assault. Any individual found to have engaged in such conduct may face disciplinary action up to, and including, dismissal. The Company may also subject managers and supervisors who fail to report known harassment – or fail to take prompt, appropriate corrective action — to disciplinary action, including potential dismissal.

Retaliation Protections: CEX prohibits retaliation against any employee for filing a complaint regarding conduct in violation of this policy. The Company will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary

action, up to and including dismissal.

Reporting Procedure: Any employee aware of or experiencing discrimination, harassment or sexual assault in the workplace should report that information immediately to a company designee. Specifically, an employee may make the report verbally or in writing to the employee's immediate supervisor or to the Company President, if the employee prefers. As an alternative, an employee may report the harassment to the Company's Human Resource Team. Employees may report to any of the persons listed above, regardless of any particular chain of command. All employees are encouraged to document any incidents involving discrimination, harassment, and sexual assault as soon as possible.

#### Nondisclosure or Nondisparagement Agreements

CEX will not require a former, current or prospective employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

Under this policy, a **nondisclosure agreement** is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault, including the amount or terms of a settlement.

A **nondisparagement agreement** is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company.

A **no-rehire provision** is an agreement that prohibits an employee from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement. The Company will not offer a settlement on the condition of a request for these terms.

Time Limitations: Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement [if applicable], the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence **no later than five years** after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

## **Workplace Accommodations**

CEX complies with all applicable federal and state laws providing for nondiscrimination in employment, and this includes providing reasonable accommodations to qualified individuals in accordance with these laws, except where such an accommodation is unreasonable or would create an undue hardship.

If an employee has a physical, mental, or sensory disability that affects your ability to perform any of the functions of your job and you believe you need an accommodation, discuss your circumstances with your immediate supervisor or a member of the Human Resource Team. Likewise, if any work-related requirement may interfere with a religious observance or personal religious belief, you should talk to your immediate supervisor or a member of the Human Resource Team.

CEX will treat such information as confidential, except to the extent that others need to know to evaluate your request for an accommodation or to accommodate your disability. As permitted by law and depending on the nature of the accommodation requested, CEX may request medical opinions to verify your limitations or disability, identify potential reasonable accommodations, or determine whether your continued work would pose a safety or health risk.

CEX will make decisions about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. While we encourage employees to suggest the specific accommodations that they believe may be ideal, be aware that the company is not required to make the specific accommodation requested and may provide an alternative effective and reasonable accommodation, to the extent it does not pose an undue hardship to CEX.

We do not condone or allow any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation under this policy in good faith. If an employee feels that they, or another employee, may have been subjected to retaliation or other conduct that violates this policy, report it immediately to Human Resources Team or a Human Resource Team Member.

Special Accommodations for Pregnancy: Employees who are pregnant and require any of the following, should let their immediate supervisor and the CEX HR Team know and they will make arrangements to provide them to you without requiring any written certification from a healthcare provider:

1. More frequent, longer, or flexible restroom breaks;
2. Access to food or drink that you might not otherwise have at hand;
3. Seating or the ability to stay seated longer or more frequently; and/or

4. Refraining from lifting more than 17 pounds.

In addition to the above, employees may also request additional accommodations that they may need due to pregnancy or pregnancy-related conditions and the Company will approve them, so long as it determines they do not pose significant difficulty or expense to the Company. These include, but are not limited to:

5. Adjustments to tasks or duties, schedule modifications, potential reassignment, changes to the work station, or additional equipment;
6. A temporary transfer to a less strenuous or hazardous position;
7. Scheduling flexibility for prenatal visits; and/or
8. Restrictions on lifting 17 pounds or less.

CEX may request written certification from a health care professional regarding the need for any accommodations not listed in numbers 1 through 4 above.

CEX does not tolerate any retaliation against pregnant employees who may request or require pregnancy-related accommodations, nor will a pregnant employee be forced to take leave if other accommodations would be available to allow them to continue working.

### **Outside Work and Activities**

Your job at CEX comes first. You may perform outside work if it does not interfere with your punctuality, efficiency and effectiveness while on your job with CEX, does not utilize any CEX materials or resources, including without limitation CEX information systems and customer information, and if no conflict of interest exists. **Under no circumstance may you at any time while employed by CEX do any work for a competitor or for one of our vendors or customers unless prior written approval of the President of the Company has been obtained.**

### **Performance Reviews**

Performance reviews are generally conducted for non-union employees during the trial period and annually thereafter. At the discretion of management, your wages may be adjusted based on the assessment of your contribution to the Company. Raises are performance based. Factors that will be considered in your annual performance and wage review include, but are not limited to:

Job knowledge	Quantity & quality of work	Professionalism initiative
Acceptance of responsibility	Cooperation with supervisors	Communication skills

Meeting job deadlines & timelines

Ability to get along with co-workers

Punctuality & attendance  
Attitude

Your supervisor will document the results of your performance review and will share the information with you. You will have an opportunity to read the review, make comments and sign and date it before it is placed in your personnel file.

## **Dispute Resolution**

Successful workplace relations depend on good communication and understanding among co-workers, supervisors and clients. If you have any problem or misunderstanding that affects your job, the following procedures apply:

First, discuss the problem with your supervisor. You will be given an opportunity to discuss the matter fully, and your supervisor will provide a response to your concern as soon as reasonably possible.

Second, if you are dissatisfied with the problem resolution that results from your communication with your supervisor, or if your problem or misunderstanding is with your supervisor, take the problem to your department manager. A response will be provided to you as soon as reasonably possible.

Third, if the matter remains in dispute and is deemed by the Company to be serious in nature, after the previous two steps have been taken, the department manager will discuss the situation with the President of the Company. At that meeting, or shortly thereafter, the Company President will make a decision on the matter. The President's decision will be considered final and binding.

## **Whistleblower Protection**

Employees are free to raise concerns about misconduct or improper behavior that the employee reasonably and in good faith believes occurred, for example:

- Abuse of authority, gross misconduct, or gross waste of money; or
- A substantial and specific danger to public health or safety; or
- A violation of law.

This policy does not apply to a disclosure that is specifically prohibited by law.

Concerns should be communicated directly to the President of CEX. In the event that the concern involves the President, (i.e. the President is the accused), the concern may be submitted to the Controller who reports to the Company's Board of Directors.

Employees who disclose good faith beliefs and/or truthful information under this policy are protected from retaliation.

### **Complaint Investigation and Confidentiality**

All complaints will be investigated promptly. The identity of the employee making the complaint, as well as the identity of the individual accused of misconduct, will be kept as confidential as reasonably possible.

### **Discipline**

Any employee found to have engaged in retaliatory conduct toward an employee who reports under this policy will be subject to appropriate discipline, up to and including termination.

### **Disciplinary Actions**

CEX strives at all times to be fair and uniform in our relationships with employees. In the event that you commit an offense warranting disciplinary action, your supervisor may take any one or more of the following steps at his or her discretion. The supervisor may omit or skip steps as circumstances warrant. The steps are:

Verbal warning: You may be given a verbal warning. If this does not correct the situation within a reasonable length of time, your supervisor then will consider further corrective measures.

Written warning: You may be given a written warning that states the nature of the problem, lists the ways in which the problem can be corrected, and sets a reasonable time frame for corrective measures. You will be asked to sign a copy of the warning, which will be placed in your personnel file. If you refuse to sign the warning, your refusal will be noted and written on the warning, after which the warning will be placed in your personnel file.

Suspension: You may be suspended from your job without pay.

Termination: Should none of the preceding actions correct the problem, or should the initial behavior require immediate dismissal, your supervisor may terminate you without notice.

### **Non-disclosure and Confidentiality**

Employees are responsible for safeguarding confidential information obtained in connection with employment. In the course of your work you may have access to confidential information regarding the Company or your co-workers. Such confidential information includes, but is not limited to: customer lists, suppliers, prospects, estimating practices, project management systems, marketing plans, research data, financial information, wages, salaries, individual benefits of CEX personnel and other trade secrets. Confidential Information also includes any

information provided to CEX subject to a non-disclosure agreement. You are responsible for the security of such Confidential Information and are prohibited from attempting to obtain Confidential Information for which you do not have access authorization. Any employee who discloses Confidential Information other than as necessary in the performance of job duties will be subject to disciplinary action, up to and including termination of employment.

You are also required to return without retaining any copies any and all Confidential Information in your possession, in any form, immediately at the end of your employment for any reason, or sooner upon request from the Company. If your employment with CEX is terminated and you subsequently go to work for one of our vendors or competitors, you are required to keep all Confidential Information that may otherwise be within your knowledge strictly confidential. Any exceptions to this policy must be in writing, signed by the President.

Nothing in this policy in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding employees from: (a) exercising their rights under Section 7 of the National Labor Relations Act (NLRA), including an employee's ability to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, or otherwise engaging in activity protected by Section 7 of the NLRA; or (b) otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

## **Voluntary Terminations**

We work hard to hire the best employees in the area and to train them to do the best jobs for our clients. We strive to retain good employees once they are on board. If you decide to terminate your employment with CEX, we ask you to notify your supervisor at least two (2) weeks before the last day you plan to work if possible. This courtesy allows us to find replacement workers to maintain our workload.

If you walk off the job or do not report to work for 48 hours without notice, you will be considered to have voluntarily terminated your employment with CEX. Any remaining pay due you for work performed, as well as any funds in your vacation accrual to which you are entitled will be mailed to the last address given to the Company unless you make other arrangements.

## **References**

It is CEX's policy to refer all inquiries about a person's work performance to the department manager or payroll department. This helps ensure that all such inquiries are handled in a consistent and fair manner. Supervisors are not authorized to provide any kind of reference or other related information about a current or previous employee. All requests for additional information must be submitted in writing. CEX requires your written consent prior to releasing



any additional information and a copy of all correspondence will be stored in the employee file.

## **OUR EMPLOYEES**

### **Trial Service Employees**

Upon hire, you are required to successfully complete a 90-day introductory period before becoming a regular CEX employee. Your supervisor may extend this trial service period beyond 90 days after discussion and written notice to you. This period gives both the new employee and the Company the opportunity to decide whether to continue the employment relationship. This trial service period applies to all newly hired employees and to any rehired employees who have had a break in service for more than three (3) months.

### **Temporary Employees**

Temporary employees are hired to provide services on a relief basis and for short-term assignments, such as summer work. Temporary employees are not eligible for any employee benefits, except for paid sick leave as outlined in the Sick Leave Policy.

### **Regular Employees**

Regular employees are those employees, full-time and part-time, who have not been hired as temporary employees and who have completed their trial service period.

### **Part-time Employees**

You are considered to be a part-time employee if you work less than 30 hours a week. Part-time employees are not eligible for any of the employee benefits afforded full-time regular Company employees, except for paid sick leave as outline in the Sick Leave Policy.

### **Full-time Employees**

Employees who work more than 30 hours a week are considered full-time. Regular full-time employees are eligible to participate in CEX's medical/dental and life insurance plans, and to receive vacation and sick leave, holiday benefits and other benefits afforded by CEX to full-time employees.

### **Union Employees**

CEX does employ union-affiliated employees for many jobs and projects. The terms of a Union Collective Bargaining Agreement will take precedence in the event of a conflict between the Bargaining Agreement and this handbook. All CEX policies not in conflict with applicable collective bargaining agreements remain in full force and effect and apply to all union-

affiliated employees.

### **Shop Employees**

Shop employees are those non-exempt employees who work in the Heavy Equipment Shop, small tool repair, mobilization services, and septic system installation.

### **Exempt and Non-Exempt Employees**

Exempt employees are those employees who qualify as exempt under federal and state law and who are thus not eligible for overtime compensation. The duties of exempt employees are primarily executive and administrative and not restricted to 40 per week.

Non-exempt employees are hourly employees who do not qualify as exempt under federal and state law and are compensated for overtime in accordance with applicable law and as outlined in the Overtime Policy below. If you have any questions regarding your classification as exempt or non-exempt, please discuss those with your supervisor immediately.

## **WORK SCHEDULES & PAY**

### **Work Schedules and Work Week**

The work week is Sunday through Saturday. The regular work schedule for administrative employees is 8 a.m. to 5 p.m., Monday through Friday. The schedule for job site and project employees varies according to the job site or project. The schedule also may vary depending on the time of the year, weather conditions, and the requirements set forth by project managers and superintendents to meet the project specifications. Work may be necessary any day of the week and occasionally at night. Federal and state laws require CEX to keep an accurate record of time worked by non-exempt employees in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing job-related duties. Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. CEX provides a form for non-exempt, hourly employees to sign for the actual time you work. It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing.

In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Any errors found on your timecard should be reported to your supervisor immediately.

### **Pay Day**

Pay day is Friday of each week for the week ending the previous Saturday. Paychecks are

distributed either at the job site, mailed or by direct deposit.

## **Rest and Meal Breaks**

In accordance with state and federal law, employees are required to take the following breaks during their shift to comply with applicable state labor laws:

Rest Breaks. All non-exempt employees are required to take one 10-minute paid break for each four (4) hours of working time. Any minor employees (those under the age of 18) are required to take one 15-minute break for each four hours of working time.

These rest breaks are in addition to an employee's required meal break. Employees are required to take the rest break approximately in the middle of each segment of four hours worked in a work period. Employees may not leave the premises during work or break time (except during the meal break), without the express permission of an immediate supervisor. Employees may not waive the right to take a paid rest break during the times set forth above.

Meal Breaks. All non-exempt employees who work more than six (6) hours in a day are required to take a 30-minute unpaid meal break. Each employee's meal break shall be determined by the employee's immediate supervisor. In no event shall a meal break be taken earlier than the second hour of the employee's shift, or after the fifth hour of the employee's shift, if the employee's shift is seven (7) hours or shorter. In no event shall a meal break be taken earlier than the third hour of the employee's shift, or after the sixth hour of the employee's shift, if the employee's shift is seven (7) hours or longer.

Employees may be required to take additional meal breaks when working extended shifts lasting longer than eight hours. Employees may not waive the right to take a meal break during the times set forth above.

You are expected to ensure that you take your required meal and rest breaks during your shift. If you are unable to do so for any reason, you must notify your supervisor in writing before the end of the shift.

## **Lactation/Breastfeeding Breaks**

A lactating employee will be provided with a reasonable break time to express breast milk for her nursing child for up to 18 months after the child's birth each time such employee has need to express milk, in a pre-designated location or another appropriate private location arranged between the employee and her supervisor. Such breaks should generally not exceed two per day and not last longer than 30 minutes each, absent special circumstances.

When possible, lactating employees should use their meal and rest breaks to express milk. If

the amount of time needed for such breaks in a day exceeds your available meal and rest break time, available paid leave may be used if approved by the Company. If you do not have any available approved paid leave to be used to cover these breaks, any additional time used will be unpaid.

For questions about lactation breaks, contact the CEX HR Team.

## **Punctuality**

Because you are an important member of your work team, we rely upon you to be present at your work site at the time you are scheduled to begin work, unless a schedule adjustment has been previously approved, or you are taking vacation, sick time, or an approved leave in accordance with our policies. Punctuality is extremely important in our business, because project specifications frequently allow us only certain hours in which to do the job. If you know you are going to be absent or late, you are required to call your supervisor at least 30 minutes before the beginning of your shift. You will be reported as tardy if you are not at your specified job at the time you are expected to start work. Repeated absenteeism creates problems in providing an adequate, qualified work force to meet the Company's workload. We may make reasonable efforts to find alternative solutions to this problem, including possible eligibility for a leave of absence; however, it may become necessary to reassign, demote, or terminate and replace an employee so that dependable help is available.

Additionally, nothing in this policy should be construed to change the Company's at-will relationship with all employees.

Employees who fail to report to work for 48 hours without notifying the Company will be deemed to have voluntarily resigned from employment.

## **Overtime**

Overtime applies only to non-exempt employees and, for union employees, means hours worked for union employees in excess of eight (8) hours per day. For non-union employees, it means any hours worked in excess of 40 hours per week. Where federal or state laws require additional overtime to be paid, you will receive such overtime. When computing hours to determine if overtime pay is due, only hours actually worked are included – paid sick, vacation and holiday hours are not included in this computation. Overtime is paid at the rate of one and one-half times the regular rate of pay. All overtime must be approved in writing in advance by your supervisor. Unauthorized overtime accrual will be subject to disciplinary action, up to and including termination.

CEX does not grant compensatory time, either in lieu of overtime or otherwise. Compensatory time is defined as time off granted to an employee during one pay period in consideration for time worked and "banked" in another pay period.

## **Payroll Deductions**

The actual amount of your paycheck does not tell the whole story of your pay. Your real paycheck is the total before deductions. CEX is required to deduct from each employee's pay, where applicable, amounts including, but not limited to, federal and state withholding taxes, social security taxes, and any garnishments or court ordered assignments.

Deductions from pay may occur when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, you may not receive your full salary in the initial or final week of employment if you work less than a full week. Full or partial day deductions may also occur as a penalty imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit all Company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Company does not allow deductions that violate the Act.

If you believe that an improper deduction has been made to your salary, you must immediately report this information to your direct supervisor, the Payroll Department. If this does not resolve the issue, please contact a Human Resources Team Member or the Controller. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Should the Company be served with a court-ordered assignment or garnishment on your wages, the Company is required by law to withhold the amount stated, and, as permitted by the garnishment limits of state law. In addition, the Company may also withhold a reasonable administrative fee.

## **Personal Absences**

If you require time to attend to personal business that cannot be conducted outside of regular working hours and do not have paid sick leave available, discuss the situation with your supervisor in advance. Time authorized for personal business will be on a case-by-case basis

and may be treated differently for each employee depending on the demands of each employee's job and also on whether such leave falls under the mandates of federal or state law. You may be asked to take the time as leave without pay or you may be required to use any available vacation leave.

## **YOUR BENEFITS**

### **Vacation**

Eligibility: Regular, non-union full-time employees are entitled to paid vacation leave. Vacation hours are accrued from your first day of employment, however you are not entitled to use or be paid for those accrued hours until the date which is six months from your first day of employment. Union employees receive vacation benefits in accordance with the terms of their respective Collective Bargaining Agreement and Benefit Plan.

Accrual: Vacation hours accrue each pay period unless you are on unpaid leave of absence for more than 24 hours in a pay period, in which case no hours will accrue for that period. Accrual is based on the following schedule:

<u>Length of Service</u>	<u>Annual Accrual Rate</u>
Date of hire – 1 <sup>st</sup> anniversary date	5 days (.769 hours per pay period)
Years 2 through 5	10 days (1.538 hours per pay period)
Years 6 through 10	15 days (2.308 hours per pay period)
Year 11	16 days (2.462 hours per pay period)
Year 12	17 days (2.615 hours per pay period)
Year 13	18 days (2.769 hours per pay period)
Year 14	19 days (2.925 hours per pay period)
Year 15 and forward	20 days (3.077 hours per pay period)

Use: To use your vacation leave, you must have sufficient hours accrued and submit a Vacation Request Form to your supervisor for approval prior to the date(s) of your requested vacation, preferably at least 30 days in advance. Vacation requests are granted in the order they are received and taking into consideration to the workload demands and availability of relief workers at the time of requested leave.

Maximum Accrual and Forfeiture: CEX provides paid vacation days so that its employees will take a break from work to relax and return refreshed. You are encouraged to use your accrued vacation days each year. Provided you have met the eligibility requirements, the maximum accrued hours that can be carried over into the New Year is five (5) days (40

hours). Forfeited vacation hours will no longer be available for use and you will not be paid for those hours unless the President of CEX determines, in his or her sole discretion, that such accrual was due to the Company's workload or extraordinary circumstances and should be paid or used. In such event, the decision of the President will be final.

### **Sick Leave (Oregon Employees)**

Eligibility: All employees are entitled to paid sick leave in accordance with applicable law and/or an applicable union agreement. Sick leave hours are accrued from your first day of employment; however, you are not entitled to use or be paid for those accrued hours until the 91st day of employment. Oregon employees currently accrue one hour for every 30 hours worked with a maximum of 40 hours per year. Washington-based employees will receive sick leave in accordance with Washington law which is addressed in the Washington Handbook Supplement. Union employees receive sick leave benefits in accordance with the applicable Collective Bargaining Agreement.

Maximum Accrual and Forfeiture: For Oregon non-union employees, any hours accrued in excess of 80 hours will be forfeited and will not be available for use and you will not be paid for those hours. Upon termination of your employment for any reason, all unused accrued sick hours will be forfeited and will not be cashed out.

Use: Accrued sick leave may be used by Oregon-based employees for any of the following reasons:

- To care for yourself or your family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
- To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child;
- To recover from or seek treatment for a health condition that renders you unable to perform at least one of the essential functions of your regular position;
- Absences associated with the death of a family member by:
  - Attending the funeral or alternative to a funeral of the family member
  - Making arrangements necessitated by the death of the family member
  - Grieving the death of the family member
- Absences related to domestic violence, harassment, sexual assault, bias or stalking
  - To seek legal or law enforcement assistance or remedies to ensure the health

and safety of yourself or your minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias or stalking

- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or harassment or stalking or the commission of a bias crime against you or your minor child or dependent
- To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault bias or stalking
- To obtain services from a victim services provider for yourself or your minor child or dependent
- To relocate or take steps to secure an existing home to ensure your health and safety or that of your minor child or dependent;
- In the event of a public health emergency, including but not limited to:
  - Closure of CEX, an assigned work location, or the school or place of care of your child, by order of a public official due to a public health emergency
  - A determination by a lawful public health authority or a health care provider that your presence or your family member in the community would jeopardize the health of others
  - Your exclusion from the workplace under any law or rule that requires your employer to exclude you from the workplace for health reasons

For purposes of the above, “family member” is defined as: spouse or domestic partner, child or the child’s spouse or domestic partner, parent or the parent’s spouse or domestic partner, sibling or stepsibling or the sibling’s or stepsibling’s spouse or domestic partner, grandparent or the grandparent’s spouse or domestic partner, grandchild or the grandchild’s spouse or domestic partner, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice: If you will not be able to go to work due to illness or injury, you must notify your supervisor at least 30 minutes before you are scheduled to begin your work shift. When the need for sick leave is foreseeable (for example, scheduled appointments or procedures) the employee should provide as much advanced written notice to your direct supervisor as reasonably possible, and generally within 10 days unless unforeseen. If you are physically unable to notify your supervisor before the start of your work shift, you must notify – or have a relative notify CEX within 24 hours.

Certification/Verification: If an employee uses sick time for more than three consecutive



scheduled workdays, or if abuse of this leave is suspected, CEX may require the employee to provide verification from a health care provider of the need for the sick time, or other appropriate certification as permitted by law if for other reasons. Sick leave pay will not be granted past the date you are certified by your physician as being able to return to work.

Consistent with Oregon law, CEX will pay for any associated costs for providing medical verification or certification when it is required by the company, including reimbursement for any out-of-pocket cost incurred by the employee for the visit to the health care provider that is not covered by insurance, and lost wages if the requirement for certification prevents the employee from working as otherwise scheduled.

Available sick leave will be applied automatically in the event of an absence unless the absence was for a pre-approved vacation or personal leave, or unless otherwise required by law.

## **Holidays**

CEX observes the following holidays:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	
Independence Day	Day after Thanksgiving	

When one of these holidays falls on a Saturday, the preceding Friday is recognized as the holiday. When one of these holidays falls on a Sunday, the following Monday is recognized as the holiday. Regular, full-time employees other than union employees will receive holiday pay for these days. Any variances benefiting the employee from the above-listed holidays, should be considered a one-time circumstance and not an expectation for future years. Employees who have been laid off or are on an unpaid leave of absence are not eligible for holiday pay. Should one of the holidays fall during your vacation period, you will receive holiday pay rather than vacation pay for that day.

### *Special Veterans Day Exception for Eligible Veterans*

Employees scheduled to work on Veterans Day that served on active duty in the Armed Forces for at least six (6) months and received a discharge under honorable conditions may be entitled to take Veterans Day off upon request. Military service in a National Guard or Reserve unit does not qualify an employee as a veteran unless the employee was deployed or served on active duty for at least six (6) months.

Employees seeking Veterans Day off must make a request to the HR Manager at least 21 days in advance. CEX will respond to the request within 14 days in advance of Veterans Day. Requests for Veterans Day off may be denied if the request would cause a significant

economic or operational disruption or undue hardship to CEX. However, under such circumstances, CEX will allow the eligible employee a single day off before the next Veterans Day.

## **401(K) Participation**

Regular full-time employees are eligible after completion of six months of employment to participate in the Company's 401(K) plan. Open enrollment to begin or change participation in the 401(K) plan takes place each January and July. The Company's contribution to the 401(K) program is discretionary and may change without notice. For more information about the 401(K) plan, contact the plan administrator in the payroll department.

## **Medical & Dental Insurance Coverage**

Eligibility: Regular, full-time, non-union employees are eligible for health insurance coverage beginning the first day of the month following completion of their introductory trial service period. Union employees receive insurance benefits according to the terms of their Collective Bargaining Agreement and Benefit Plan.

Coverage and Enrollment: You will be provided with information concerning the coverage, cost and enrollment procedures of the current CEX health insurance programs prior to your eligibility date. CEX makes every effort to balance your needs for good health insurance with responsible pricing. As insurance companies change their coverage options, CEX reserves the right to change plans without notice.

## **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Act gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CEX's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment (for reasons other than gross misconduct), or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

CEX provides each eligible employee with a written notice describing rights granted under COBRA when employees become eligible for coverage under the Company's health insurance plan. The notice contains important information about employees' rights and obligations. The employee will have 60 days from the date you lose coverage or 60 days from the date you receive such information, whichever is later, to elect continued coverage.

Under COBRA, the employee or beneficiary pays the full cost of coverage at CEX's group rates plus an administration fee. Coverage will end if any of the following events should occur: CEX no longer provides group health coverage to any of its employees; the premium for continued

coverage is not paid; you become covered as an employee or otherwise under another group health plan; or you become eligible for Medicare.

## **Family Medical, Maternity and Parental Leaves of Absence**

Family medical, maternity and parental leave, including leave under the federal Family Medical Leave Act, the Oregon Family Medical Leave and the Oregon Paid Leave statute is provided to the extent required by law. If you have any questions after reviewing the policy below, check with your supervisor or the payroll department.

## **Federal Family and Medical Leave Act (FMLA)**

### Types of Leave:

There are two types of leave under the Family and Medical Leave Act (FMLA) that an employee may be eligible for:

Basic FMLA and Military Family Leave

In addition, there may be state specific requirements that apply.

### Eligibility for FMLA Leave:

- Have worked for the Company for at least 12 months; and
- Have worked at least 1,250 hours for the Company over the previous 12 months; and
- Are employed at a work site that has 50 or more employees within a 75-mile radius.
- Employees who meet the eligibility requirements may take up to 12 weeks of unpaid leave during any 12-month period. In order to determine the "12-month period" in which the 12 weeks of leave entitlement occurs. The Company will use a "rolling" 12-month period, which is measured backward from the date an employee uses any FMLA leave, each time leave is used.

Notice and Certification Obligations to Apply for FMLA: All requests for leave should be initiated with your supervisor. Employees must give at least 30 days' notice if the need for leave is foreseeable or as soon as practicable when the leave is not foreseeable.

If the leave is unforeseeable, the employee must provide as much notice as possible – generally within 1 to 2 business days of realizing the need for leave. The notice should be made in writing and state the reason for leave and the amount of time requested.

Whenever possible, employees should schedule medical treatments so as not to excessively disrupt operations.

To apply for FMLA leave, an employee will be required to complete the following process:

- Inform the employee's supervisor and HR of the requested leave by submitting a request form.
- If HR determines the employee meets the eligibility criteria for FMLA, the employee will be required to provide medical certification to support the need for leave.
- The employee must continue to communicate with the supervisor and HR about the process of the leave and a return-to-work date, providing additional certification or obtaining additional medical evaluations, as needed to justify the length of absence, or as requested by HR.

Basic FMLA Leave: Under basic FMLA leave, employees may take leave for any or all of the following reasons: (1) to care for a child following a birth, or for placement of a child with the employee for adoption or foster care; (2) to care for the employee's spouse, child, or parent, who has a "serious health condition"; or, (3) if the employee is unable to perform his or her own job because of the employee's own serious health condition.

Total leave for a husband and wife employed with the Company is limited to 12 weeks combined, but only when the leave is taken for the birth, adoption, or foster care of a child or to care for a sick parent.

Military Exigency/Care Leave:

In addition, FMLA-eligible employees may take leave for any or all of the following reasons:

1. Qualifying exigency leave: Eligible employees may use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter or parent is on covered active duty or called to covered active duty status. This occurs when the service member is a member of the regular Armed Forces or a reservist and is deployed to a foreign country. Qualifying exigencies may include: (1) short-notice deployment; (2) attending certain military event; (3) arranging for alternative childcare; (4) addressing certain financial and legal arrangements; (5) periods of rest and recuperation for the service member; (6) attending certain counseling sessions; (7) attending post-deployment activities; and (8) other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee.
2. Leave to care for a covered service member: Eligible employees may take up to 26 weeks of leave to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the employee, during a single 12-month period with this type of leave, the 12-month period is measured forward from the date the leave starts.

A covered service member is a current member of the Armed Forces, including a member of the National Guard, Reserves or Veteran, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty. It also includes leave for service members who are veterans who have served within the last five years, and have developed a service-related injury or illness that was incurred or aggravated while on active duty. The serious injury or illness must render the service member medically unfit to perform the 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.

When both spouses work for the Company, the aggregate amount of leave that can be taken by the both spouses to care for a covered service member is 26 weeks in a single 12-month period.

Pay and Benefits for FMLA Leave: Employees will be required to use earned paid vacation and accrued sick leave concurrently with FMLA leave to the extent permitted by law. If the accruals are less than the leave taken, the balance will be unpaid leave. Employees will continue to accrue vacation and sick leave while on paid leave; however, they will cease to accrue vacation and sick leave during the unpaid portion of their leave.

During an approved FMLA leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If an employee is receiving vacation and/or sick leave payout during FMLA leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium. An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Job Reinstatement: Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Key employees may be denied restoration from leave if prior notice as to such key status is given and if it would cause grievous economic harm to the Company.

### **Oregon Family Leave Act (OFLA)**

For purposes of parental leave, Oregon employees who have been employed for at least 180 days may take OFLA leave for any of the following five purposes:

1. *Sick Child Leave:* To care for the employee's child if that child is suffering from an illness, injury, or condition that requires home care (note, it does

not have to be a serious health condition), or to care for an employee's child who requires home care due to the closure of their child's school or childcare provider due to a statewide public health emergency, such as COVID-19 pandemic school closures. Employees need only have worked an average of twenty-five (25) hours a week in the thirty (30) days before taking leave because of their child's school or childcare provider closure.

2. *Pregnancy Disability Leave*: An eligible employee may take twelve (12) workweeks off because pregnancy or childbirth disabled her from working.
3. *Bereavement Leave*: An eligible employee may take up to two (2) weeks of bereavement leave for the death of a family member. Bereavement Leave must be completed within sixty (60) days of the date the employee received notice of the family member's death. In the unfortunate event of multiple deaths within the same year, an employee may take up to two (2) weeks of Bereavement Leave for each family member, until their OFLA leave entitlement is exhausted.
4. *Military Family Leave*: An eligible employee may also take up to 14 days if their spouse or domestic partner is a service member who has been called to active duty or is on leave from active duty.
5. From July 1, 2024 through January 1, 2025, OFLA will also provide up to two additional weeks of leave to facilitate the legal processes required for placement of a foster child or adoption. (Paid Leave Oregon will incorporate this leave beginning 2025).

Notice and Certification Obligation: The employee must provide 30 days' notice if the reason for the leave is foreseeable. If the need for leave is unforeseeable, the employee must notify the Company as soon as possible of the need for leave. Certification may be required to support the need for leave.

The Company may require medical verification of the need for the leave as permitted by law.

Pay and Benefits for OFLA Leave: Employees will be required to use earned paid vacation and accrued sick leave concurrently with OFLA leave to the extent permitted by law. If the accruals are less than the leave taken, the balance will be unpaid leave. Employees will continue to accrue vacation and sick leave while on paid leave; however, they will cease to accrue vacation and sick leave during the unpaid portion of their leave.

During an approved OFLA leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed. If sick and/or vacation is being paid out during an approved OFLA leave, the Company will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium. An employee's healthcare coverage will cease if the

employee's premium payment is more than 30 days late. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Return from Leave: The employee must be reinstated to the employee's former position unless the position no longer exists; in which case, the employee shall be reinstated to an available equivalent position at the employee's former job site. If an equivalent position is not available at the job site of the employee's former position, the employee may be offered an equivalent position at a job site located within 20 miles of the job site of the former position.

## **Paid Leave Oregon**

Oregon's Paid Family and Medical Leave, also known as "Paid Leave Oregon," (referred to here as "PLO") is a mandatory statewide insurance program that provides qualifying employees with state wage replacement benefits for time off from work that is needed to give or receive care. These benefits are funded by premiums deducted from employees' wages and are administered by the Oregon Employment Department ("OED"). Employees' contribution will be reflected on their paystub.

PLO provides state paid leave benefits to eligible employees for leaves from work related to qualifying events. These are partial "wage replacement" benefits, with a maximum weekly benefit amount based on the individual's average wages from the previous year. Minimum and maximum amounts are based on the state average weekly wage, which will be updated every year on July 1st.

Detailed information is available at [www.paidleave.oregon.gov](http://www.paidleave.oregon.gov). Below is some additional information about what you can expect, and how those benefits will work with your existing leave and benefits through the Company.

Eligible Employees: To qualify for wage replacement benefits under PLO, an employee must have earned at least \$1,000 in wages in Oregon in the relevant base year, and contributed to PLO through paycheck deductions. Whether an employee qualifies for PLO, and the weekly benefit amount, will be determined by OED when an employee applies.

Qualifying Events: There are three categories of qualifying events and each may require documentation to support the need for leave:

1. *Family Leave:* For an employee:
  - a. To bond with a new child within the first 12 months after birth, adoption, or foster placement. This leave may be extended by an additional two (2) weeks for the birth parent where needed for pregnancy issues or childbirth recovery,

for a total of 14 weeks; or

b. To care for a family member experiencing a serious health condition.

2. *Medical Leave*: For an employee to care for their own serious health condition.

3. *Safe Leave*: For survivors of sexual assault, domestic violence, bias crimes harassment, or stalking, or to obtain legal or law enforcement assistance, seek medical treatment to recover from injuries, obtain counseling or support services, to relocate or take other steps to secure the health and safety of themselves or their dependent child(ren).

A family member is defined in this program as the employee's:

- Spouse or domestic partner;
- Child or the child's spouse or domestic partner;
- Parent or the parent's spouse or domestic partner;
- Sibling or stepsibling or their spouse or domestic partner;
- Grandparent or the grandparent's spouse or domestic partner;
- Grandchild or grandchild's spouse or domestic partner; or
- Any individual related by blood or affinity whose relationship is equivalent to a family member.

Applying for Benefits and Notice to the Company: If you are eligible and believe you have a qualifying event, you should notify Human Resources and apply directly to PLO for benefits at [www.paidleave.oregon.gov](http://www.paidleave.oregon.gov). If the need for leave is foreseeable, you should provide notice at least thirty (30) days prior to beginning leave, or as soon in advance as you know that you will need leave. If an emergency prevents prior notice, then you must provide verbal notice within 24 hours and written notice within 3 days of starting PLO leave.

Continuation of Health Benefits: An employee's existing group health insurance benefits will continue until their PLO leave ends or they return to work after taking PLO leave.

Supplementing PLO Benefits: Generally, PLO wage replacement benefits will be less than your regular weekly wages. Employees are permitted to use accrued sick leave and/or vacation to cover any applicable waiting weeks and to supplement their PLO weekly wage benefits (that is, to cover the difference between the weekly wage benefits they receive under the program and their regular, straight-time weekly wage) while taking PLO, provided it is accrued and available.

Job Protection and Return to Work: Employees taking PLO will be entitled to job protection (i.e., reinstatement) if they have been employed for at least ninety (90) calendar days. If the position no longer exists, the employee is entitled to be restored to any available position equivalent to their previous position before they took leave.



Interplay with Other Leaves: When an employee takes PLO, FMLA will be applied to run concurrently when the reason for leave qualifies under both laws. OFLA does NOT run concurrently and is in addition to PLO. Paid Leave Oregon provides a helpful chart discussing the overlap between paid leave benefits and FMLA, OFLA, and Oregon Sick Leave: <https://paidleave.oregon.gov/Documents/Paid-Leave-OFLA-FMLA-Chart-EN.pdf>.

Employees cannot receive PLO wage replacement benefits at the same time that they are receiving workers' compensation or unemployment insurance benefits.

No Discrimination or Retaliation: Retaliation may not be taken against any employee on the basis of inquiring about, applying for, or taking paid leave. Any concerns about potential retaliation should be immediately reported.

## **Military Service Leave**

Employees who serve in a branch of the armed forces, including the Reserves, and who are required to be absent from work to fulfill their obligations may request an unpaid leave of absence for that purpose. If you are called to duty, you must notify your supervisor and submit copies of your military order to your supervisor as soon as possible. Approval, benefits continuation during leave, and reinstatement following any approved leave will be handled in accordance with applicable federal and state laws. Please contact your supervisor or the CEX HR Team with questions or to determine your eligibility for Military Service Leave.

CEX is committed to protecting the job rights of employees who are required to be absent on approved Military Service Leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the CEX HR Team or the Controller.

## **Domestic Violence Leave**

Employees who are victims of domestic violence, sexual assault, or stalking may be entitled to unpaid leave to provide for their own or their child's health, safety or welfare. The leave may be used intermittently and as reasonably necessary to obtain medical treatment, seek law enforcement assistance and remedies, attend counseling, obtain domestic violence or assault victim services and assistance, participate in legal proceedings, or address safety planning, including permanent or temporary relocation or security of an existing home.

Employees who are family members of a victim may also be entitled to take reasonable unpaid leave to help the victim seek treatment or obtain help from law enforcement and other agencies. For purposes of this policy, family members include children, spouses, parents, parents-in-law, grandparents, and persons with whom the employee has a dating relationship.

Employees must provide as much reasonable advance notice as possible, and also provide certification of the need for leave. If advance notice is not possible, employees must notify the supervisor of the need for such leave, and provide appropriate certification. Certification for this type of leave may include, but is not limited to:

- A copy of a police report indicating that the eligible employee or the employee's minor child or dependent was a victim of domestic violence, sexual assault or stalking.
- A copy of a protective order or other evidence from a court or attorney that the eligible employee appeared in or was preparing for a civil or criminal proceeding related to domestic violence, sexual assault or stalking.
- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider that the eligible employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, sexual assault or stalking.

Employees may choose to use any available paid leave or may choose to use unpaid leave time. This leave is in addition to FMLA/OFLA or other leaves available to employees.

If health insurance benefits were provided for the employee prior to utilization of Domestic Violence Leave, they will continue at the same rate while the employee is on leave. Other benefits such as paid leave accrual, paid holidays, and disability, do not continue during this leave.

An employee who takes leave under this policy will be able to return to the same job or a job with reasonably equivalent status, pay, benefits and other employment terms. However, an employee's failure to return from leave or failure to contact the appropriate supervisor by the scheduled return date will be considered a voluntary resignation.

Please contact your supervisor or the CEX HR Team with questions or to determine your eligibility for Domestic Violence Leave.

### **Crime Victims' Leave**

Oregon employees who are the victim of a crime may be eligible for leave in order to assist in the prosecution and trial of the accused. This leave is unpaid leave. Employees taking

qualifying Crime Victims' Leave may choose to use any available sick or vacation leave during this leave so the leave will be paid.

In order to be eligible to take this leave, the employee must have worked for CEX at least 25 hours per week for the 180 days immediately preceding the leave. The employee must also be the victim of the crime.

Employees must provide no less than three days' notice of the intention to take leave to attend a court hearing. The employee must also provide a copy of any hearing notice prior to taking the leave.

### **Jury and Witness Duty**

If you receive a jury summons or a subpoena as a witness, you should immediately advise your supervisor. During the period of actual time served on a jury or as a witness, non-union employees will receive no deductions for absences of less than one workweek. Employees are expected to return for regular duties when temporarily excused from attendance in court. You will not be penalized for your jury and/or witness duty service.

### **Unpaid Leave of Absence / Additional Days Off**

Employees may be allowed to take time off without pay if their department is adequately staffed and their absence will not negatively impact the department's performance or production, or if it is otherwise required by law, with supervisor approval. These additional days need to be approved by the supervisor. In case of an emergency where unexpected leave needs to be taken, employees may be permitted to take a leave of absence at the discretion of the Company; however, they will not be paid for this time.

## **OUR EXPECTATIONS**

### **Standards of Personal Conduct**

Standards of conduct have been established to help protect the interests and safety of all employees, and to provide the best possible work environment. For example, employees are expected to:

- Engage in and demonstrate workplace conduct that is legal, ethical, dependable and reliable;
- Develop and maintain positive and respectful interpersonal work relationships with others;
- Display appropriate dress and personal hygiene;
- Accept and provide direction in a cooperative and positive manner; and

- Maintain confidentiality of customer, employee and Company information, regardless of the method of its storage or transmission.

## **Prohibited Conduct**

It is not possible to list all the forms of conduct that are considered unacceptable in the workplace. The following are examples of conduct that may result in disciplinary action, up to and including immediate termination:

- Unauthorized taking or removal of Company funds or property
- Dishonesty
- Discrimination against or harassment of co-workers
- Possession, consumption, or being under the influence of alcohol or a controlled substance at work or on Company premises; or having the smell of alcohol on the breath while at work
- Deliberate or negligent damage to Company property
- Bringing a weapon or any dangerous or unauthorized material onto Company property
- Fighting or threatening to fight with another employee
- Making threatening comments or threatening to commit violence in the workplace
- Serious misconduct of any kind
- Poor performance
- Repeated absenteeism or tardiness, or failure to report in when absent or tardy
- Failure to comply with safety or security rules and procedures
- Violation of Company policy
- Failure to perform duties and carry out obligations imposed by the Company
- Unprofessional conduct
- Unauthorized use of telephones, computers, mail systems or other employer-owned equipment
- Boisterous or disruptive activity in the workplace
- Smoking in prohibited areas
- Actions which harm or interfere with the reputation of the Company or contractual relationships with employees, customers and or vendors.

These examples are not all-inclusive; other behavior may also be grounds for discipline or discharge as deemed appropriate by the Company. In no event, however, will this or any

other policy be interpreted or applied so as to limit, dissuade, or prevent employees from exercising any rights they may have under the National Labor Relations Act (NLRA) and/or equivalent state laws, including the right to engage in concerted activities with regard to the terms and conditions of their employment.

## **Political Involvement**

CEX encourages employees to participate in lawful political activities. However, participating in these activities must be conducted on the employee's own time and should in no way suggest CEX support.

An employee may not use the employee's position or title at CEX, paid work time, or CEX facilities, equipment, logo or materials to promote partisan politics or causes. In addition, an employee's outside political causes or activities should not conflict with the operation of the business.

Political messages that are inappropriate or offensive to co-workers are also prohibited. Harassment of co-workers, customers or vendors regarding political preferences will not be tolerated.

## **Personal Appearance**

All Company employees are required to behave in a professional manner and to maintain appropriate standards of grooming, personal hygiene and dress during working hours and on Company property. It's not always easy to stay clean when you're working at a job site, but you are required to maintain as good a personal appearance as possible. Your personal appearance includes – but is not limited to – appropriate clothing, personal cleanliness and good grooming that will not distract others or create a safety hazard to you or your co-workers. CEX will make reasonable accommodations for dress or grooming directly related to an employee's religion, ethnicity, disability or other protected class.

## **Company Safety**

We consider ourselves a safety-first workplace, and are proud of our outstanding safety record. We believe in an incident and injury-free work environment and, it is our commitment to conduct all operations and activities in a manner that ensures a safe work environment for all employees. As part of conducting yourself in a safe manner, you are required to immediately (i) correct or report any unsafe conditions you see, (ii) report to your supervisor any injuries that occur, and (iii) obtain any needed first aid.

All job site employees are required, at a minimum, to wear a hard hat, safety vest or high visibility shirt, shirts with a minimum length short sleeve, work boots that provide adequate toe protection and ankle support, and full length pants. Many projects and tasks require

Personal Protective Equipment beyond that listed here. Any site or task specific Personal Protective Equipment will be provided by the Company.

All employees are required to read and sign the CEX Safety Manual prior to starting work. Copies of the manual are available at your Company orientation, all job sites and at Company headquarters or on the following QR Code.



## **Workplace Violence**

It is our goal to maintain a work environment free from intimidation, threats, or violence. To that end, CEX has adopted a zero tolerance policy regarding violence in the workplace. This includes, but is not limited to: intimidating, threatening, or hostile behaviors; physical abuse; vandalism; arson; sabotage; use of weapons; carrying weapons of any kind onto Company property; or any other act, which, in management's opinion, is inappropriate to the workplace.

Employees who believe they have witnessed or been subjected to any of the behaviors listed above are requested to immediately report the incident to their supervisor, an HR representative or a member of management.

Incidents will be fully investigated. Based upon the results, appropriate disciplinary action will be taken.

We will take action when unforeseen events transpire and look to employees for support of this policy. Employees are empowered to contact the proper law enforcement authorities without first informing management if they believe a threat to the safety of others exists.

CEX reserves the right to conduct searches and inspections of the work place and Company-provided materials without notice if a viable threat of violence is believed to exist. This includes desks, lockers, purses, bags, or other storage items which are located on or brought into the workplace, to the extent the Company deems it reasonably necessary to enforce this policy. Any illegal and unauthorized articles discovered may be taken into custody and may be turned over to law enforcement representatives. Any Company employee who refuses to submit to a search or found in possession of prohibited articles will be subject to disciplinary action, up to and including termination.

## **Theft**

Internal theft is a serious problem for many businesses. Although taking small items of Company property may seem inconsequential, the cumulative effect can be very large. Losses from theft immediately affect our ability to increase salaries, offer benefits, and can jeopardize the profitability of the Company.

CEX will not tolerate property theft of any type. We consider property theft to include the unauthorized use of Company services or facilities or the taking of any Company property for personal use.

## **Conflicts of Interest**

Situations: Situations of actual, potential or perceived conflict of interest are to be avoided by all employees. A conflict of interest (actual, potential or perceived) may exist when an employee's personal activities or financial affairs adversely influence an employee's judgment or performance of duties at this Company or may be perceived this way by others. A conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of this Company's business dealings. Personal or romantic involvement with a competitor, supplier, fellow employees or co-worker of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, may create a conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate member of management, for a determination as to whether a conflict exists. If a relationship develops during the course of employment, post-hire, this information should also be reported. If a conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. The Company reserves the right to transfer either of the involved parties to another department or location. Failure to disclose facts may result in disciplinary action, including possible termination.

CEX does not discriminate against applicants or employees based upon marital status unless required to do so by the reasonable demands of the position (a bona fide occupational qualification). Marital status includes whether a person is married, divorced, separated, or single, as well as the identity and occupation of a person's spouse.

It is the intention of CEX to comply with Oregon law, which prohibits employers from discriminating against an individual solely because another member of that person's family works or has worked for that employer.

Although CEX does not prohibit the hiring of relatives (*A relative is any person: (1) who is*

*related by blood or marriage; (2) whose relationship with the employee is similar to that of persons who are related by blood or marriage; and (3) who shares an economic relationship with the employee), we are monitoring situations in which relatives work in the same area, especially if one supervises the other. If a problem develops, CEX may reassign one of the relatives to another job or dismiss one or both of the employees.*

## **Gift Policy Standards and Requirements**

Policy: CEX's policy on gifts is that no "significant" gifts may be accepted by any CEX employee as outlined in this policy. This policy is intended to avoid any actual conflicts of interest, the appearance of any conflict of interest or the need for our employees to examine the ethics of acceptance. CEX and its employees shall therefore not accept gifts of value greater than \$200.00 from vendors, suppliers, customers, potential employees, potential vendors or suppliers, or any other individual or organization, under any circumstances.

CEX's code of conduct requires that all employees demonstrate our organization's commitment to treating all people and organizations, with which we come into contact or conduct business with, impartially and fairly at all times. CEX employees must demonstrate the highest standards of ethics and conduct.

Employees must practice and demonstrate equal treatment, unbiased professionalism, and non-discriminatory actions in relation to all vendors, suppliers, customers, employees, potential employees, potential vendors or suppliers, and any other individual or organization.

As one effort to demonstrate our commitment to these standards and behavior, all employees must abide by the following gift policy requirements.

- No gifts in excess of a \$200.00 value that are offered by vendors, suppliers, customers, potential employees, potential vendors and suppliers, or any other individual or organization will be accepted by any employee, at any time, on or off the work premises.

Gift Policy Exceptions: Exempted from this policy are gifts that do not exceed the \$200 value and are not otherwise seen as "significant," including promotional t-shirts and other items of clothing, pens, food, beverages, and moderately priced meals or tickets to local events that are supplied by and also attended by current customers, partners, and vendors or suppliers in the interest of building positive business relationships.

If moderately priced entertainment is provided as part of a "working" meeting or session to benefit and advance positive working relationships and CEX's interests, these activities are expected to be reciprocated by CEX in turn.



- Employees are required to professionally inform vendors, potential vendors and others of this gift policy, and the reasons CEX has adopted the policy. Employees shall request that vendors respect CEX's policy and not purchase and deliver any gift in excess of the above stated amount for our employees, a department, an office or CEX, at any time, for any reason.

#### Gifts in excess of \$200.00:

- If feasible, the gift should be returned to the vendor.
- If not feasible to return the gift, the gift must be raffled off to all employees. Proceeds from the raffle will be donated to charity that CEX has identified for the calendar year. If employees are uninterested in the raffled item, the gift will be donated to a designated charity.
- Gifts of food that may arrive during the holidays, and at other times of the year when gift giving is traditional, belong to the entire staff even if addressed to a single employee. Food gifts must be shared with and distributed to all staff during work hours, in central, worksite locations.

If any employee has questions about and/or needs clarification of any aspect of this policy, the employee should check with their supervisor. If the supervisor is uncertain, HR is the arbiter of the gift policy to ensure consistent employee treatment across CEX. Any exceptions to the gift policy may be made only with the written permission of the Company President.

### **Workers' Compensation**

State law provides for compensation in the event you have an industrial injury or occupational illness, as defined by the worker's compensation law. In the event of an industrial injury or occupational illness, the following steps should be taken:

- First, notify your supervisor, immediately.
- Then, if in need of medical treatment, except in emergencies, obtain a signed authorization to leave work to seek treatment from your supervisor.
- In emergencies, the Company will arrange for you to be transported to receive medical care and treatment.

Medical fees and weekly loss of time benefits are paid in accordance with the state worker's compensation law. Failure to report injuries or illness in accordance with this policy may result in disciplinary actions.

### **Using Company Vehicles and Equipment**

Vehicles of the Company's choosing will be furnished when necessary for the performance of

duties. Vehicles and equipment owned or leased by CEX must be operated in a safe, responsible and professional manner. The driver and all passengers must wear seatbelts at all times in all vehicles equipped with them. The driver shall obey all traffic laws. The Company is committed to promoting highway safety by encouraging the safe use of cellular telephones by its employees while they are on Company business. While the Company recognizes that there often is a business need to use cellular phones, safety must be the first priority. All CEX fleet vehicles have installed G.P.S. that provides notifications to our Safety Department.

If an employee needs to make a phone call while driving, the individual should find a proper parking space first. Stopping on the side of the road is not acceptable. The only exception is for genuine emergencies such as an accident or a car breakdown.

Employees with hands-free telephones may make brief phone calls while driving but must park when road conditions are poor, traffic is heavy, or an intense conversation is involved. Under no circumstance should the driver text message or access the internet while driving.

Company vehicles and equipment are for Company business only. You may not use CEX vehicles and equipment for personal reasons, unless you have received previous written authorization from a department manager. You may never provide transportation for hitchhikers or any other unauthorized persons while operating a Company vehicle.

You must receive authorization from your supervisor before you may operate any Company vehicle or equipment and every operator of a Company vehicle must have a valid driver license for that vehicle type. If you are assigned to a vehicle and your license is suspended or revoked, you must immediately notify your supervisor. You may not operate any Company vehicle until your license has been reinstated.

If you receive a traffic citation (including a parking citation) while using a Company vehicle, you are responsible for all fines, court costs and other related expenses. If the vehicle is involved in an accident, you must immediately notify your supervisor and are subject to the post incident testing provisions of the Company's Drug and Alcohol Policy.

As part of your employment conditions with CEX, you authorize us to obtain information about your driving record from the appropriate state agencies. CEX reserves the right to revoke your authorization to operate a Company vehicle based on the information contained in your driving record.

## **Maintaining Vehicles and Equipment**

Maintaining a clean and professional appearance of our vehicles and equipment is important to our Company image. Therefore, in addition to complying with all safety requirements, you must remove all personal items, trash and dirt from the operator's area of the vehicle or equipment at the end of each shift. Spitting of items such as sunflower seeds or tobacco onto

the floors of equipment or vehicles is not allowed. If you disregard this rule, or continue to litter or abuse vehicles and equipment, you are subject to loss of driving privileges or other disciplinary action up to and including termination.

### **Smoking or Vaping**

Smoking or vaping are not allowed inside any Company offices or buildings, vehicles or equipment. Smoking or vaping on job sites is allowed only in designated areas subject to job site agreements.

### **Alcohol and Drugs**

The nature of the construction industry requires that all employees be in a condition to perform their jobs safely and efficiently, free from any impairment caused by alcohol or drugs. The AGC (Associated General Contractors), the GCCA (General & Concrete Contractors Association), Cement Masons, Laborers, Carpenters and the Company are firmly committed to eliminating all of the problems associated with employee alcohol and drug abuse.

The Company is committed to maintaining a safe workplace and has instituted a "zero tolerance" program regarding use of illegal drugs, marijuana and misuse of alcohol. All employees are hereby notified that the Company will comply with the requirements of the Drug-Free Workplace Act of 1988, and all applicable regulations issued hereunder, as well as, when applicable, any more stringent rules created by the Company's clientele and other federal or state agencies.

The Company's Drug and Alcohol Policy does not create an employment contract between the employer and employee. Furthermore, the Company has the sole right to modify the policy and program at any time.

Any employee who violates this Company policy will be subject to disciplinary action up to and including termination from employment.

The Company also recognizes the need to avoid unnecessary intrusion into employees' private lives and to assure employee privacy and confidentiality to the greatest extent possible, consistent with the goals of this policy. In addition, the Company acknowledges that some cases of substance abuse must also be dealt with as illnesses requiring medical treatment, not only as personnel problems. Lastly, the Company believes that the goals of this alcohol and drug policy should include education, prevention and rehabilitation. To achieve these objectives, all the Company employees must adhere to each of the following rules:

1. Prohibited Use Affecting Employment: The use of alcohol or drugs by employees during working hours or on a job site or on Company property (including Company vehicles) is absolutely prohibited. Any employee who violates the policy will be required

to undergo an educational or rehabilitation program and/or may be subject to discipline under the terms of this policy up to and including termination. The following definitions apply to this policy:

- (a) Use: The term "use" means consuming, possessing, selling, transferring, concealing, distributing or arranging to buy or sell, being under the influence, or reporting for duty under the influence of alcohol or drugs, or having illegal drugs in one's possession or system.
- (b) Alcohol or Drugs: The term "alcohol or drugs" means any form of alcohol and/or other intoxicating substance, narcotic plant or similar substance whether illegal or not, including marijuana (whether medically prescribed or not) as well as legal drugs for which an employee has no prescription or which have been obtained illegally.
- (c) Proper Medical Usage: Notwithstanding any other provision in this policy, use of prescription and non-prescription medication is not a violation of this policy if that medication is taken in accordance with a lawful prescription or standard medical dosage recommendation.

However, in the event an employee's treating physician has prescribed a medication which may impair job performance, the employee must discuss the impact such use may have on safety with his/her physician. If the employee's physician indicates that the medication may affect safe job performance, the employee must report the use of a medication to his/her immediate supervisor and the Safety Director before starting work. In such instance, it is within the sole discretion of the employee's immediate supervisor and the Safety Director to reassign the employee to an alternative position that is not safety-sensitive, if such a position is available.

Failure to discuss medications which may impair safe job performance (as indicated by the presence of a warning label regarding driving, operation of equipment, etc.) with one's physician or failure to report use of medications which may impair, may lead to disciplinary action, up to and including termination of employment.

- (d) Marijuana: Marijuana is an illegal drug under federal law. This policy prohibits the use of marijuana, including "medical marijuana."
- (e) Covered Employees: This policy applies to all employees of the Company. Employees who operate vehicles regulated by the federal and state Departments of Transportation are also covered by the Company's separate Drug and Alcohol Policy applicable to such employees.
- (f) Working Hours: The term "working hours" means all the time during which employees are engaged in work duties or subject to the control of the Company, and also includes scheduled breaks and travel to work or from one

workplace to another.

- (g) Company Property: The term "Company property" means all facilities, job sites, vehicles and equipment that are owned, leased, operated or utilized by the Company or its employees for work-related purposes, including parking areas and driveways, as well as job site trailers, conex boxes, lockers, toolboxes or other storage areas used by the employees. It also includes other public or private property, facilities, vehicles and equipment located away from the Company facility if the employee is present on such property for a work-related purpose.
- (h) Private Property: An employee's private property may be inspected only for reasonable cause and shall include employee's vehicle, lunch boxes, tool boxes, back packs, purses and the like that are brought by the employee onto Company property or used for work-related purposes.
- (i) Voluntary Events: Events attended voluntarily are not considered to be covered under this policy.
- (j) Evidential Breath Testing Device (EBT): An EBT is a breath testing device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices."
- (k) Medical Review Officer: The Medical Review Officer is the individual responsible for receiving laboratory results, who is a licensed physician with knowledge of substance abuse disorders, and has the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.
- (l) Third-Party Administrator: Independent provider of drug/alcohol program services, including random selections.
- (m) Under the Influence: Having documented evidence of alcohol, marijuana or drugs in one's system.

## 2. Enforcement Rules:

- (a) Testing: Any person shall be required to submit to drug or alcohol testing for any circumstance described below in Section 3.
- (b) First Positive Test Result: In the event of a first positive result, the positive test result will be one of the considerations in determining whether the employee will be terminated, or provided the opportunity for evaluation, counseling and treatment. If the Company does not choose to terminate the employee, the employee will be required to complete an evaluation with the Company-chosen evaluator and provide a negative test result prior to returning to work, providing an opening is available. The employee will also be required to sign a Return to

Work Agreement, which may require follow-up urine specimens for testing, if indicated by the Company's evaluator.

- (c) Second Positive Test Result: The conditions of paragraph (b) above will be applied. In addition, if the Company does not elect to terminate the employee, the employee will be required to sign a Last Chance Agreement. The Last Chance Agreement will require the employee to provide follow-up urine specimens for testing as frequently as the Company chooses.
- (d) Termination After Third Positive Result: **If any employee has tested positive for a third time, the employee will be promptly discharged and not eligible for future hire.**
- (e) Invalidation of Card: When an employee has been terminated as a result of this policy, his/her verification card will become immediately invalid.
- (f) Return to Work During Counseling/Treatment: The Company will determine whether an employee who has been referred for drug and alcohol counseling and/or treatment should be temporarily or permanently reassigned to another position for safety reasons.

Any employee who tests positive for drugs or alcohol while undergoing drug and alcohol counseling or treatment may be promptly discharged.

- (g) Compensation during testing: Employees will be paid for their actual time expended during contract-required, post-incident, reasonable suspicion, and random testing.
  - (h) Non-cooperation: Non-cooperation during any stage of this process will not be tolerated. In particular, refusal to take the test, sign the lab's consent form, or tampering with the urine sample will result in prompt termination of employment. In particular, any urine sample that is outside the collection facility's acceptable temperature parameters or which is demonstrated by the laboratory to be inconsistent with normal human urine without a valid medical explanation will be considered a refusal to test.
3. Scope of Detection and Testing: An employee shall submit to testing for alcohol or other intoxicating substances for the circumstances described below:
- (a) Pre-employment testing: All applicants for employment will be required to submit to drug testing under this policy after a conditional offer of employment has been made. A positive test, refusal to submit to testing, or tampering with a test is grounds for withdrawal of a conditional offer of employment.
  - (b) Random Testing: All employees are subject to random testing. The random choice is through a random number generator under the management of a third party administrator.

- (c) Reasonable Suspicion Testing: "Reasonable Suspicion" means aberrant or unusual behavior of a person which:
1. Is observed by a credible source, and which has been independently corroborated and documented;
  2. Is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
  3. Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of prescriptions or over-the-counter medication, reactions to noxious fumes or smoke, etc.).

Supervisors should refer to the Company's protocols on reasonable suspicion testing.

- (d) Post Incident Testing: Employees must notify their supervisors immediately of any injury or illness that occurs on the job. Employees must also notify their supervisors of any accident or "near-miss," whether or not property damage or injury occurred. Employees responsible for, or contributing to, on-the-job injuries and accidents, whether or not medical treatment is necessary or property is damaged, may be subject to a substance abuse screen.
- (e) Contract-Required Testing: Many of the Company's customers will not allow their subcontractors' employees to enter their sites without current drug cards. Accordingly, when testing is required by the Company's contract, employees will be required to test.
- (f) When Breath Testing May Be Performed: In cases of reasonable suspicion of alcohol misuse, employees may be required to submit to alcohol testing with an EBT. In such instances, employees will also be required to provide a urine specimen for drug testing.

An employee will be considered to be using or under the influence of alcohol if his or her breath alcohol concentration is 0.02 or greater, determined by a confirmation test using an EBT. Such employees are subject to discipline up to and including termination.

- (g) Follow-up Testing: Employees who have tested positive and are subject to the conditions of a Rehabilitation Agreement or Last Chance Agreement are subject to follow-up testing during the term of the Agreement.
4. Notice by Employees: All employees must notify management of any criminal conviction for any drug-related offense occurring in the workplace, no later than five workdays after such conviction.

5. Employee Self Help: If an employee suspects that he/she has a substance abuse problem, the employee is expected to seek assistance for that problem. The employee should first check with his/her health insurance Company, which may cover evaluation and/or treatment. The Company will assist the employee in finding a competent resource for assistance upon request, whether through the employee's insurance or self-paid.
6. Privacy: The Company shall take reasonable measures to safeguard the privacy of employees in connection with this policy, including maintaining the confidentiality of employees who come forward to discuss alcohol or drug abuse affecting them before any testing or disciplinary action. Any person employed by the Company who voluntarily seeks assistance or rehabilitation for alcohol or drug related problems before disciplinary action has commenced will not be subject to discipline so long as the person continues to participate satisfactorily in the education, rehabilitation or counseling program and continues to meet job standards and behave satisfactorily.
7. Consistent with Law: Nothing in this policy is intended, nor shall it be construed, to authorize any action that is unlawful under federal or state law.
8. Company Protocols: The Company has defined Protocols to be followed. These Protocols are not included in this document. A copy of Company Protocols is available by written request. Occasionally, circumstances will arise which are not specifically covered by this policy. Company management will handle these situations in a way that is consistent with the goals and principles of the drug-free workplace program.

## **Weapons**

No employee is permitted to have in his or her possession, while on the job, a weapon of any kind. Employees may *not* carry weapons on their persons, in their tool or lunch boxes or other carrying cases or purses, or in their vehicle while it is parked either on Company property or at a job site, even if the employee has a permit to carry a concealed weapon. Violation of this policy is grounds for disciplinary action up to and including immediate termination.

## **Searches**

CEX reserves the right to conduct searches and inspections of CEX provided materials and equipment including, without limitation, lockers, tool boxes, desks, personal computer files, cabinets, file drawers, packages or vehicles without notice. Any illegal and unauthorized articles discovered may be taken into custody and may be turned over to law enforcement representatives. Any Company employee who refuses to cooperate with a search or is found in possession of prohibited articles will be subject to disciplinary action up to and including termination.

## **Company Information Systems**



Policy: The following outlines CEX's general policies with regard to various information systems used by its employees: Computer System, Phone System, Smart Phones, E-mail System, Voice Mail System, Internet Access (together the "Company's Systems"). Further specific policies and practices may be implemented by individual companies, department or management groups as they deem necessary.

User Guidelines: The Company's Systems are made available to employees for use in connection with the Company's business. They are a necessary productivity tool for conducting business within the Company and with the Company's clients. Accordingly, the Company encourages the use of computer systems for business purposes but discourages use for personal reasons. Personal use is not prohibited as long as it is very limited use, does not interfere with job responsibilities and productivity, does not take up space in the Company's Systems and is conducted in accordance with this policy. The use of the Company's cellular phones is very limited for personal use as CEX is on a limited data usage plan. In a case of excessive data usage that is not for company purposes, he or she may be required to reimburse the company for the overages.

All messages and data files created and stored on the Company's Systems, including personal matters, are the property of the Company. Further, there is no assurance of security, privacy or confidentiality when using the Company's Systems. All users must be careful to avoid disclosing confidential or sensitive information of the Company or clients through the copying of files. Finally, diligent efforts should be made to conserve Company's Systems' resources. Users should frequently delete old data files no longer needed.

Company Access: The Company's Systems are assets of the Company. All files and messages on them are records and property of the Company. The Company may, in its sole discretion, determine how and when the Company's Systems will be used and for what purposes. The Company may monitor, access, read, disclose, use and otherwise deal with any files, data or messages on its Company's Systems in any manner and for any purposes that the Company may determine in its sole discretion. Any person who chooses to use the Company's Systems waives any right or expectation of privacy he or she may have in any files on the system, and consents to the Company's exercise of its rights as set forth herein.

Company's Systems Security: All users must honor the password and other security mechanisms on the Company's Systems at all times. Attempting to gain access to other users' files to satisfy idle curiosity or for other personal interest is prohibited. Users should not provide access to the Company's Systems to anyone other than authorized users.

Etiquette: Good judgment should always be employed in using the Company's Systems. Special care should be taken to avoid any files or use that would be inconsistent with the Company's policies. Any jokes or comments that could offend someone on the basis of gender, race, religion, national origin, disability, sexual orientation, etc. must be avoided.

Specifically Prohibited Practices: In addition to the general guidelines above, the following practices are specifically forbidden:

Intentional impersonation or misrepresentation as to the identity of a user of computing resources; copying and providing sensitive information of the Company or clients to third parties without a need to know; creating or sending copies in violation of applicable copyright laws; burdening the Company's Systems with files that are not related to the Company's business; using the Company's Systems to promote or endorse personal, political or religious causes, or for commercial gain; bypassing security mechanisms; attempting to break into another computing system; generating or passing on programs which delete or damage data or other systems; encrypting files so as to avoid security review; creating, knowingly receiving or storing files containing sexually explicit or indecent materials; creating, knowingly receiving or storing files whose purpose or effect is harassment or discrimination; creating, knowingly receiving or storing hate mail or abusive, libelous or defamatory messages or files; engaging in any other antisocial or illegal behavior.

Violations: Any violation of these policies may result in disciplinary action by the Company, up to and including termination of employment.

## **The Internet and Social Networking**

The internet can be a powerful tool. It enables the Company to do business in the modern economy. It connects CEX and its employees, and provides a valuable mechanism for research, communication, and collaboration. Blogs, online journals, LinkedIn, Twitter, Facebook, My Space, Second Life, video gaming network, collaborative Web-based discussion forums, review sites, and other social media (collectively "Social Media") can be highly effective ways for sharing ideas and exchanging information of all kinds. CEX is committed to using these electronic communications in a limited, business-like and positive fashion to enhance our visibility, increase business-related communications, and for marketing purposes.

The internet and social media can also be a dangerous, disruptive, and potentially destructive tool for businesses and employees. As such, one of the Company's goals is to ensure that our use of the internet in general, and social media in particular, serves the Company's need to maintain the Company's brand identity, integrity, and reputation, while minimizing legal, economic, and strategic risks. CEX has implemented the following policies to accomplish this goal.

General Rule: During work time, employees may use the internet by means of Company-owned equipment, computers, software, or facilities for business purposes only.

During non-work time, employees may use the internet by means of Company-owned equipment, computers, software or facilities for business or non-business purposes, subject to the terms stated herein.

Prohibition on Internet Use: Employees shall not use the internet, regardless of the device or equipment on which it is utilized, to access content that includes, displays, or links to any of the following:

- Pornography, which shall include but not be limited to nudity, depictions and/or descriptions of sexual acts, and/or otherwise sexually explicit material; or
- A source for gambling, which shall include but not be limited to any form of poker, blackjack, racing, on-line betting, and/or wagering of any kind; or
- Any material, content, or use, which, pursuant to local, state, and/or federal law, is illegal.

Use of the internet in contradiction of this policy shall result in disciplinary action up to and including immediate termination of employment, and if appropriate, referral of the matter to legal authorities.

Social Media Policies:

- Except as otherwise instructed or approved by a supervisor, employees are prohibited from using Company-owned equipment, computers, software, or facilities to access or utilize Social Media during work time.
- Employees who access or utilize Social Media on their own time and choose to identify themselves as employees of CEX are strongly encouraged to state explicitly, clearly, and in a prominent place on the site, that views expressed are employees' own and not those of the Company.
- The use of these Social Media to harass, threaten, defame, or discriminate against co-workers, managers, customers, clients, vendors or suppliers, any organizations associated or doing business with CEX, any members of the public or the Company itself is prohibited.
- Employees may not post copyrighted information or Company-issued information bearing the Company's logo, name, etc. in a format online, including by means of Social Media unless this is approved in advance by the employees' supervisor.
- CEX discourages employees from linking to external or internal Web sites from Social Media.
- Employees should have no expectation of privacy while using Company equipment and facilities for any purpose, including the utilization or access of Social Media.

Nothing in this policy shall prohibit, or be interpreted to prohibit, the discussions of work-related matters in any medium, including Social Media, that are truthful, professional, not related to proprietary or confidential subject matter permitted by local, state, and/or federal law and do not otherwise violate Company policies.

## **RECEIPT OF EMPLOYEE HANDBOOK**

This is to acknowledge I have received and read my copy of the Coffman Excavation ("CEX") Employee Handbook dated July 2024. I understand that it is my responsibility to ask questions for clarification if necessary, and to abide by the policies, guidelines and practices it summarizes.

I also understand and acknowledge that:

- This Handbook supersedes and replaces all previous Handbooks, guidelines and policies.
- The policies in this Handbook are to be considered guidelines, and are not to be interpreted as a contract between CEX and me or as a guarantee of employment or benefits.
- CEX has the right to modify, add to or delete any of the policies, guidelines and programs included in the Handbook at any time without prior notice by distributing an update to this Handbook and/or posting the changes in Company common areas. I accept responsibility for staying informed of these changes.
- My employment is "at-will," and both CEX and I have the right to terminate my employment at any time for any lawful reason, with or without cause or notice, except as otherwise provided and in accordance with the terms of the applicable union contract/collective bargaining agreement.
- I have read the policies contained in this Handbook. I understand that CEX will not condone or permit conduct in violation of these policies, and that it is my obligation to report any concerns that I have or violations of these policies that I observe to my supervisor or Management.
- I understand that this Handbook and the policies contained herein are not intended to limit or prevent me from exercising any rights I may have under the National Labor Relations Act (NLRA) and/or equivalent state laws, including the ability to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, or otherwise engaging in activity protected by Section 7 of the NLRA or otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

---

EMPLOYEE SIGNATURE

---

DATE

## **APPENDIX A**

### **AFFIRMATIVE ACTION POLICY**

It is the policy of CEX to comply with the concepts and practices of affirmative action.

It is the intent of the Company and its related policies to ensure equal employment opportunity to all qualified applicants and employees.

CEX has established a written Affirmative Action Plan ("AAP") prepared in conformity with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Assistance Act of 1973, and their implementing regulations of the Office of Federal Contract Compliance Programs (OFCCP). This AAP is designed to provide guidance to management with respect to the Company's commitment to full implementation of its EEO-Affirmative Action policy.

The Company's policy includes, without limitations, the following commitments:

1. Continue to provide equal employment opportunity to all qualified persons, and to continue to recruit, hire, train, promote, and compensate persons in all jobs without regard to race, religion, gender, national origin, age, disability, religion, sexual orientation, gender identity or gender expression, genetic information, current or future military status, or status as a Vietnam era or special disabled veteran in accordance with federal law, and without regard to any individual's status protected by applicable state or local law.
2. To periodically review all areas of its employment process so as to further the principles of equal opportunity. Employment decisions in all areas will be made on the basis of furthering the objective of equal employment as applicable. Specific examples include:
  - a. Recruitment and Selection – The recruitment and hiring of all personnel is accomplished without discrimination against any individual with regard to, color, religion, gender, gender identity or gender expression, sexual orientation, national origin, age, disability, marital status, genetic information current or future military status, or status as a Vietnam era or special disabled veteran or any individual's status protected by applicable state or local law.
  - b. Promotion – Individuals will continue to be advanced or promoted on the basis of their abilities, skills, and experience. The organization will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and Vietnam era and special disabled veterans, who are qualified, as well as those who become qualified

through training, are considered for promotion. In making promotion decisions, the managers directly involved, and other appropriate personnel, will use good faith efforts to ensure that promotions are based on valid occupational qualifications.

- c. Transfers – When vacancies occur, appropriate management personnel will make good faith efforts to effect transfers of qualified minority and women employees, disabled individuals, and Vietnam era and special disabled veterans, into areas where such employees may have been or may now be underutilized.
  - d. Terminations – Should reductions in the Company's workforce become necessary, they will be based on nondiscriminatory factors. The Company will review the personnel files of those persons affected to ensure that such factors have been utilized and will make good faith efforts to ensure that minorities and women, disabled individuals and Vietnam era and special disabled veterans are treated in a nondiscriminatory manner with respect to termination.
- 3. To make promotion decisions in accordance with the policies and principles embodied in this plan to ensure that valid, job-related requirements are considered for promotional opportunity.
  - 4. To administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, organization-sponsored education training, and other programs to prevent unlawful discrimination.
  - 5. The EEO Officer will meet periodically with appropriate management personnel to review progress made and to develop alternative approaches to affirmative action, should they be required. The Company's AAP will be reviewed and updated regularly.

The EEO Officer is responsible for monitoring affirmative action efforts and for providing equal opportunity training and recommending outside resources.

Individual managers and supervisors are responsible for ensuring that their employment decisions comply with principles embodied in title VII, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Executive Order 11246, and Revised Order No.4.