



RAE Corporation

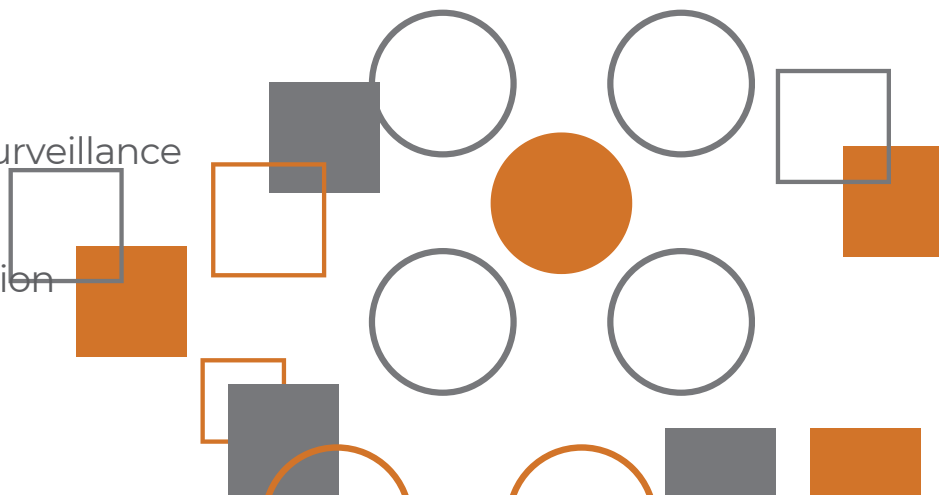
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# 2024 HOURLY EMPLOYEE HANDBOOK

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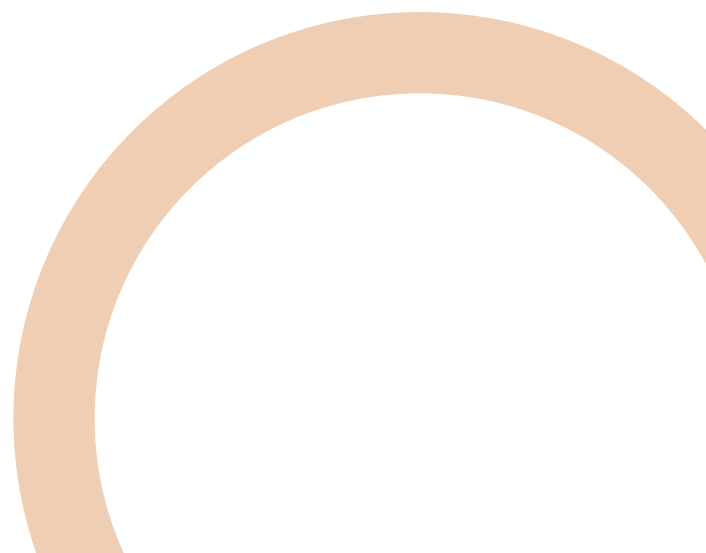
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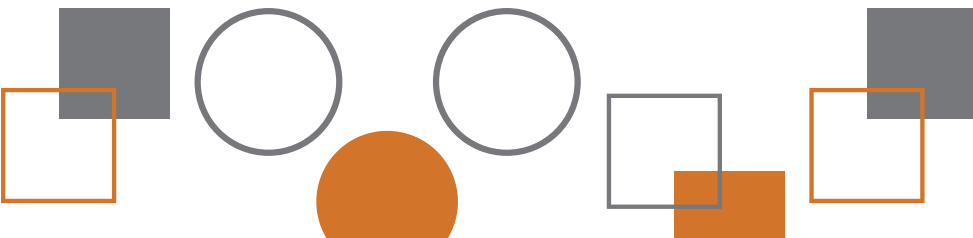
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# GENERAL FACTS & RULES



1. Herein RAE Corporation and all of its affiliated Divisions will be referred to as RAE Corporation and/or the Company.
2. The material in this handbook is not an employment contract and the employer retains the right at any time to amend, modify, terminate, or replace any of its policies or benefits applicable to employees to whom this handbook is addressed.
3. Any suspensions given as disciplinary action for the preceding policies will be taken on the days the plant is working.
4. Good performance evaluations, such as merit and/or salary increases or any other form of praise an employee might receive cannot be considered as a guarantee of continued employment.
5. No employee is guaranteed employment for any specific duration.
6. The absence of a rule doesn't mean the Company may not take appropriate action.
7. The progressive discipline system is not promised, but it is presented in this handbook as an option that may be initiated by the supervisor.



# GENERAL FACTS & RULES



8. No Company manager or representative of the Company, other than the Chief Executive Officer (CEO) and Chief Operating Officer (COO) of the Company, has any authority to make any agreement contrary to this manual.

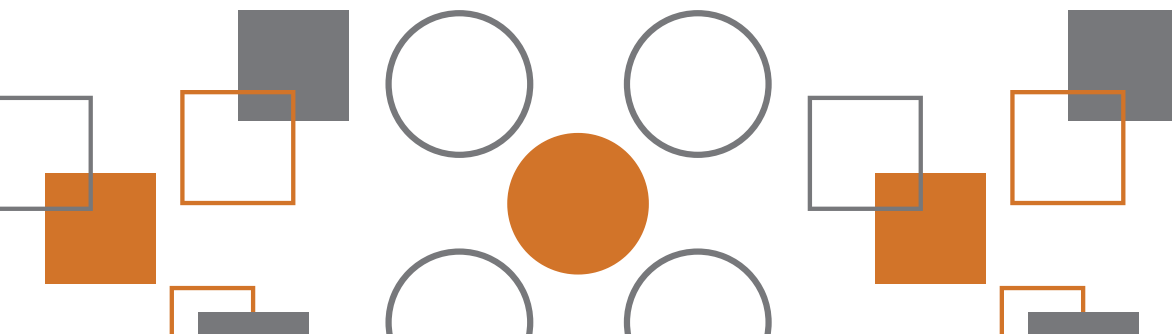
9. All employees are to direct all references of former employees and information on current employees to Human Resources.

10. Nothing contained in this handbook shall be construed or implied to constitute a contract altering or changing the at-will character of the employment relationship between the Company and its employees.

11. Nothing contained herein shall preclude the right of either the employer or the employee to terminate the employment relationship at any time with or without notice and with or without cause.

12. Neither this handbook nor any other previous handbooks have ever been a contract, and, therefore should not be interpreted as binding contracts. This handbook revision supersedes all previous versions of RAE Corporation handbooks.

13. No Company Manager or Representative of the Company, other than the Chief Executive Officer, has any authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to this manual.

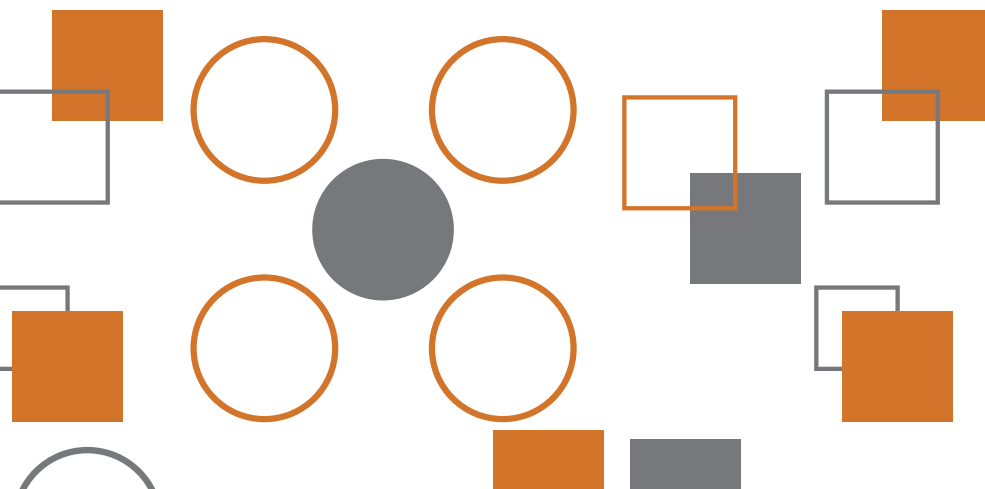


# GENERAL FACTS & RULES



## THE FOLLOWING TOPICS ARE NEVER PERMITTED IN THIS WORKPLACE.

1. Any inappropriate reference to any part of an employee's body;
2. Any inappropriate reference to another employee's race, ethnicity, or religion;
3. Any reference to an employee's disability;
4. Any reference to an employee's sexual habits and/or practices;
5. Any jokes of a sexual nature or ethnic jokes;
6. Any pornography or nude pictures of any kind;
7. Any joking requests for sexual favors, risqué dress, or suggestive acts;
8. Any vulgar language with possible sexual connotations;
9. Any harassment or jokes directed at one's gender, ethnicity, or religion, regardless of content; and
10. Any Emailing or forwarding of Emails containing any of the above.



# KEY TERMS & DEFINITIONS

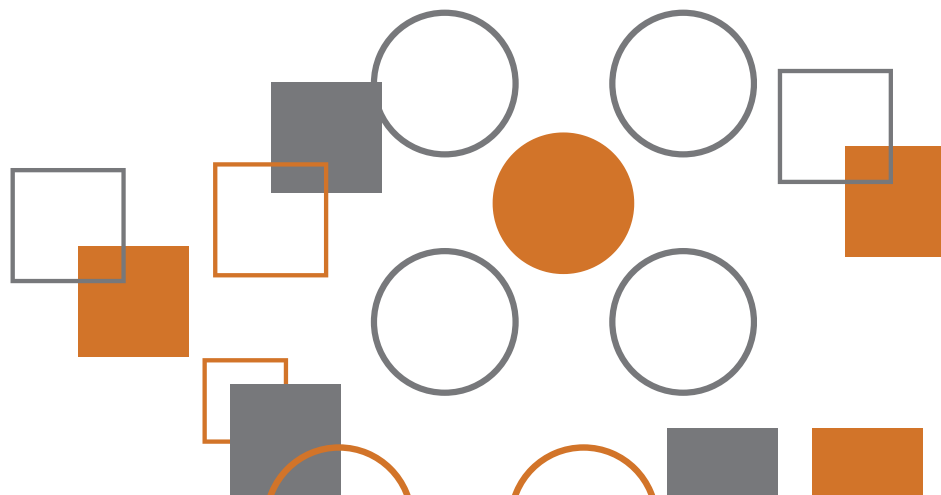


For the purposes of this Policies and Procedures Handbook, the RAE Corporation classifies its employees as follows:

- Full-time regular employees-employees hired by RAE Corporation who are regularly scheduled to work 30 or more hours per week
- Part-time regular employees-employees hired by RAE Corporation who are regularly scheduled to work less than 30 hours per week or less

If a policy or benefits only applies to full-time employees, the policy will state such.

Note: For purposes of determining whether an individual is a full-time or part-time regular employee, RAE Corporation looks at hours actually worked, as opposed to hours attributable to vacation, holidays, absences, or leaves.



# OPEN DOOR POLICY - 104



## **Open Door Policy**

RAE Corporation offers an Open Door Policy for all employees. This means that every manager's door is open to every employee. The purpose of our open-door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. Our open-door policy means that employees are free to talk with any manager.

## **Responsibilities Under an Open Door Policy:**

If any area of your work is causing you concern, you have the responsibility to address your concern with a manager. Whether you have a problem, a complaint, a suggestion, or an observation, your company managers want to hear from you. By listening to you, the company can improve, address complaints, and foster employee understanding of the rationale for practices, processes, and decisions.

## **Before You Pursue the Open Door Policy:**

Most problems can and should be solved in discussion with your immediate supervisor; this is encouraged as your first effort to solve a problem. But, an open door policy means that you may also discuss your issues and concerns with the next level of management and/or Human Resources. No matter how you approach your problem, complaint, or suggestion, you will find managers at all levels of the organization willing to listen and help bring about a solution or a clarification.





# HOURS OF WORK - 201

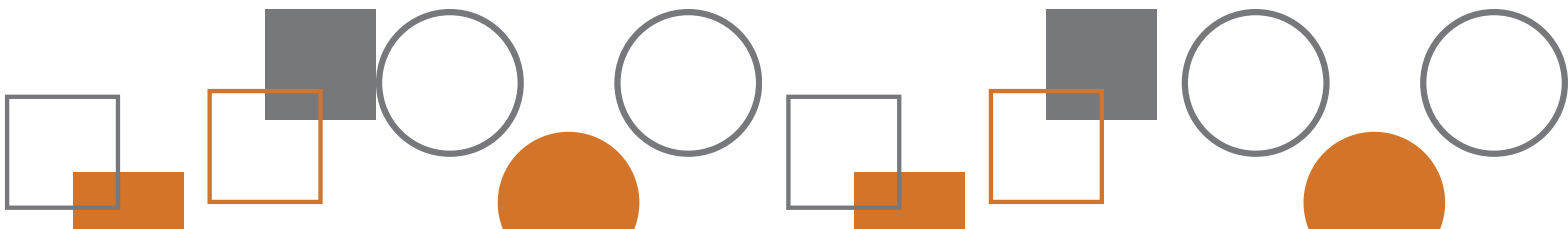


## **Policy:**

It is the policy of the Company to establish the time and duration of working hours as required by workload and production flow, customer service needs, and the efficient management of personnel resources.

## **Comments:**

1. The supervisor and the workload will determine the schedule of hours the employee must work. Employees will be informed by the supervisor of their daily scheduled hours to work.
2. The normal payroll period is Sunday through Saturday, beginning and ending at midnight on Saturday, and consisting of forty (40) hours.
3. The normal work day will consist of eight to twelve hours of work with a 30-minute unpaid meal period.
4. It is the policy of this company to schedule at least one (1) paid rest break of fifteen minutes (15) per shift. The time of that paid rest break will be determined by the supervisor in advance.
5. Attendance at lectures, meetings, and training programs are not considered time worked if:
  - a. The employee's attendance is voluntary, not required by the Company;
  - b. The course, lecture, or meeting is not directly related to the employee's job; and
  - c. The employee does not perform any productive work during such attendance.



# HOURS OF WORK - 201



6. When a department is required to work more than one shift per day the department head will determine the hours of work for each shift. Employees will be informed of their scheduled shift hours and any changes to the schedule as far in advance as possible. However, lack of notice will not be a valid reason for refusing work.

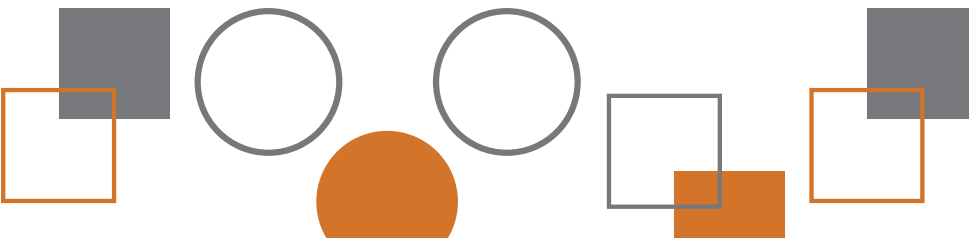
7. Employees may be required to work overtime whenever it is deemed necessary by their department head.

8. Employees are not permitted to work overtime without the prior approval of their supervisor or department head. For the purposes of overtime compensation only hours worked more than forty (40) during a work week will be counted.

9. All hourly employees (those employees subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) are required to complete an individual time record showing the daily hours worked. Time records cover one work week and are to be completed at the close of each work day. The following points should be considered in inputting time records:

a) Each hourly employee is assigned a badge number that will be used to clock in to start shift, clock out to end shift or clock time spent on jobs through the timekeeping program. This number is not to be shared with any other employee.

**Clocking for another employee or asking another employee to clock in or out, or clock off of a job for you is strictly prohibited.**



# HOURS OF WORK - 201



b) Falsifying any time record is prohibited and grounds for disciplinary action up to termination. (See policy 210)

c) Employees are to record their starting time, time out for lunch, time in from lunch, quitting time, and total hours worked for each work day.

d) Employees are not permitted to commence work before their scheduled starting time or to stop work after their scheduled quitting time without the prior approval of their supervisor.

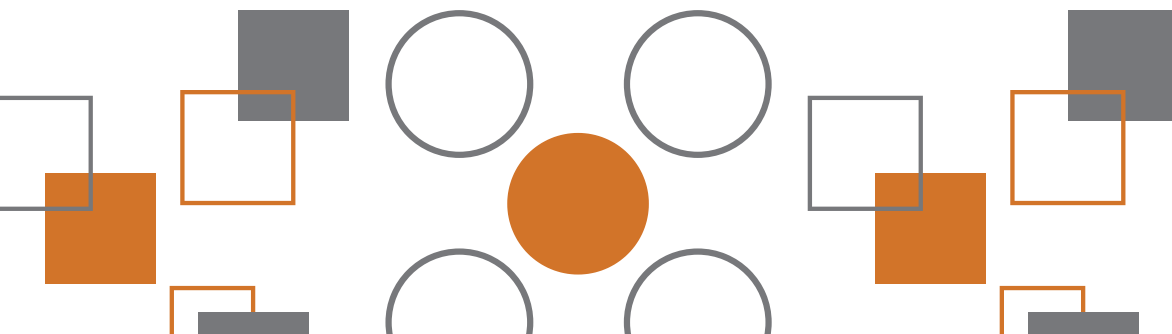
e) Employees are required to take a lunch or meal break.

f) Employee time records are to be checked by the Accounting Department. An employee should complete a "Request for Paid Time Form" and send it to the Timekeeping Clerk to be paid for any un-worked time. Un-worked time includes paid absences, paid holidays, and/or paid vacation time

g) Prior approval by the supervisor is required for all pre-arranged absences or personal time off. Refer to the Absenteeism Policy 701 for information regarding all other absences. Supervisors are to inform employees if they will not be paid for certain hours of absence.

h) All hourly employees must clock out each time they leave RAE Corporation for personal business. If an employee leaves company property during any break time, he/she must clock out before leaving the building and clock in upon return.

10. No employee shall be permitted to work alone in the manufacturing facility for safety reasons.

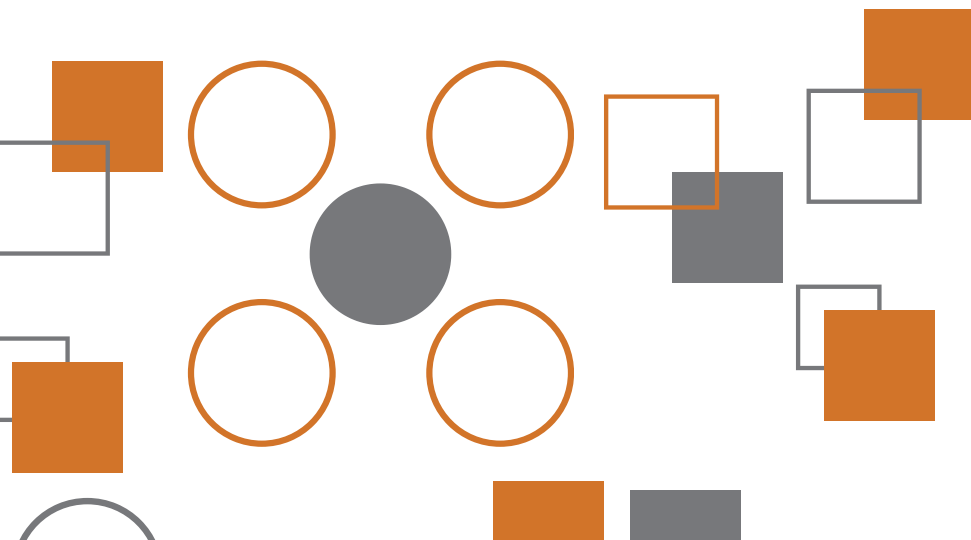


# HOURS OF WORK - 201



11. Exchanging shifts with other employees by individual arrangements will be permitted provided all the following conditions are met:

1. Both supervisors' consent is obtained;
  2. The exchange is accomplished without additional cost to RAE Corporation;
- and
3. No production capabilities are lost due to the exchange.



# HOURS OF WORK - 201



## **112 HOUR/WEEKEND SHIFT:**

For purposes of calculating the pay period and weekly wages for employees on the 3-day/36-hour shift (also called the Weekend Shift), see the following guidelines:

- The “work day” is the 24 consecutive hour period beginning at 6:00 am each calendar day.
- The “work week” consists of 7 consecutive work days, starting at 6:00 am Sunday and ending the following Sunday at 6:00 am.

Employees placed on the 3-day/36-hour shift are scheduled as follows:

- Sunday, 6 am – 6:30 pm, 12 hours
- Friday, 6 am -6:30 pm, 12 hours
- Saturday, 6 am -6:30 pm, 12 hours

Sunday is the 1st day of the work week, and Saturday is the final day of the work week. Wages are paid on the following Thursday, and the 4-hour shift differential is paid at that time on the contingency that the employee completed 12 hours of work for each shift (12 hours Sunday, 12 hours Friday, and 12 hours Saturday) the previous week. Employees who fail to complete any one of the 12-hour shifts for any reason forfeit the 4-hour shift differential and will be paid for actual hours worked only.

Employees may be required to work overtime whenever it is deemed necessary by their department head.

Overtime rates apply to employees on the Weekend Shift after 40 hours of either the combination of 36 hours worked plus 4-hour shift differential or 40 actual hours worked.

# MEDICAL PROCEDURES - 203



## **Purpose:**

RAE Corporation requires current employees and applicants to whom a conditional offer of employment has been extended to undergo medical examinations whenever management determines that these are necessary for the safe operation of the organization or job-related as consistent with business necessity.

## **Scope:**

Successful applicants for employment may be required, as a condition of employment, to take a medical examination to establish their fitness to perform the jobs for which they have applied without endangering the health and safety of themselves or others.

If management determines that an examination is appropriate to a particular position, all applicants for the job or to whom a conditional offer of employment has been made should be examined.

Employees may be required to have a medical examination on other occasions when the examination is job-related and consistent with business necessity. Failure to submit to a physical examination when requested by RAE Corporation will result in termination.

In the event that an employee is seriously injured, his immediate supervisor or any other member of management has the authority to have the injured employee transferred or moved to an outside medical facility for treatment.



# MEDICAL PROCEDURES - 203



Whenever an employee is absent because of illness or injury, the Company reserves the right to take whatever steps are necessary to confirm the nature and extent of such illness. Employees may be required to provide a doctor's note certifying their ability to perform safely and satisfactorily their regular work without endangering themselves or their fellow employees.

When the Company requires a physician's report concerning an illness or injury suffered by an employee, the examination shall be at the expense of the Company and performed by a physician selected by the Company. Employees who are not satisfied with the physician's determination may submit at their own expense a report from a physician of their own choosing. In the event of conflicting opinions, the Company's physician and the employees' physician may designate a third physician to examine the employee and that physician's report shall be binding on both parties. The expense of the third examination shall be shared equally by the Company and the employee.

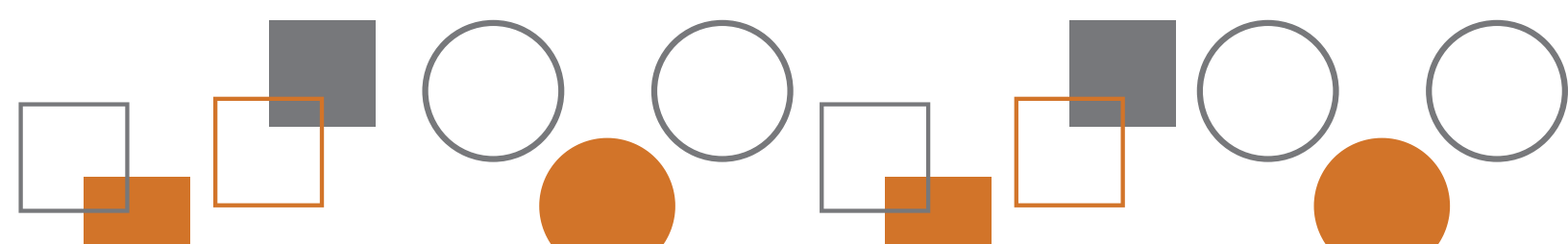
Medical examinations paid for by RAE Corporation are the property of the Company, and the examination records will be treated as confidential and kept in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies or the employee's doctor.

All information obtained by the Company concerning the medical condition or history of applicants or employees is maintained in a separate medical file and treated as confidential records that are disclosed only as according to applicable state and federal law.

## Use of Prescription Drugs at Work

Employees who need to use prescription or nonprescription legal drugs while at work must report this requirement to their supervisor if the use might impair their ability to perform the job safely. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks or prohibited from working if they are determined to be unable to perform their jobs safely while taking prescription or nonprescription legal drugs.

Employees are encouraged, but not required, to participate in wellness programs and have physical examinations on an annual basis.





## **Policy:**

RAE Corporation has a zero tolerance for verbal or physical conduct by any employee, that harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment. Discrimination, harassment, and/or retaliation in any form constitutes misconduct that undermines the integrity of the employment relationship. Therefore, RAE Corporation prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's gender, national origin, age, disability, or any other basis protected by federal, state, or local law. This policy applies to all employees throughout the organization and to all individuals who may have contact with any employee of this organization.

## **Comments:**

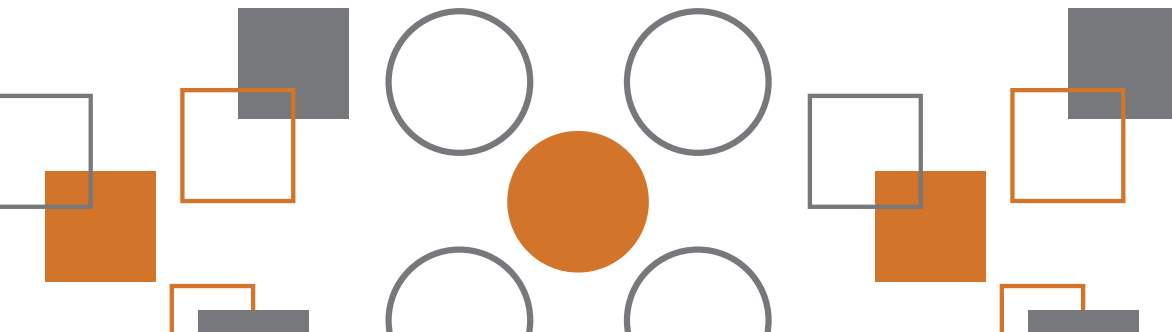
1. If an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee must report that conduct to his/her immediate supervisor or Human Resources within three (3) working days of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of management. The person the harassment or discrimination is reported to will initiate an investigation of the discrimination and/or harassment claim.



2. RAE Corporation will conduct its investigation in as confidential a manner as possible. Interviews, allegations, statements, and identities will be kept confidential to the extent possible and allowed by law. However, RAE Corporation will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration.

3. Any employee that sees another employee being harassed or discriminated against, or if an employee is told by another employee or an individual, including but not limited to customer, vendor, independent contractor, or any person that comes in contact with employees of the RAE Corporation, that they were harassed or discriminated against; the employee that was told of the discrimination or harassment must now report the incident to the appropriate supervisor or to Human Resources within three (3) working days.

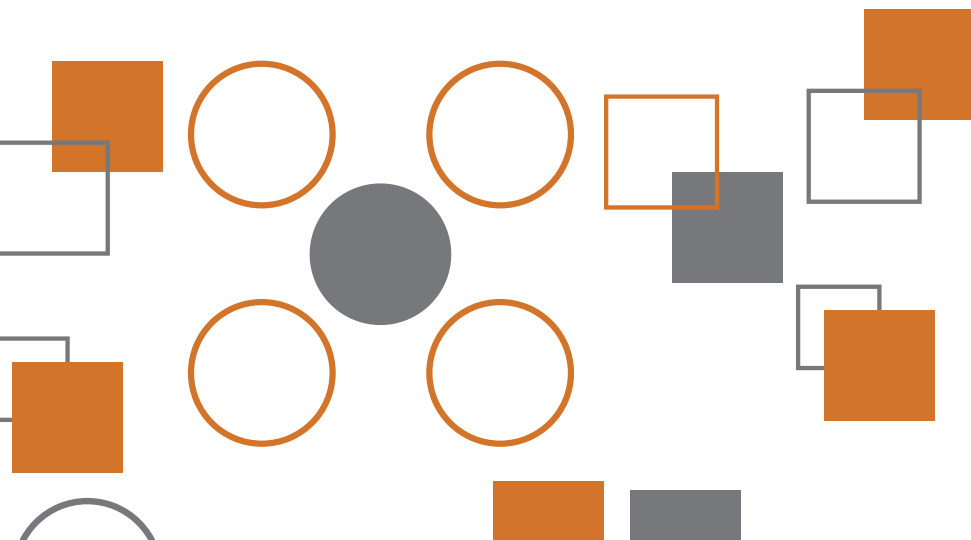
4. Any employee that has knowledge of discrimination or harassment, whether the discrimination or harassment happened to them or they were told of harassment that happened to another employee and does not report it will be disciplined up to and including termination.



5. Any employee, who is found after appropriate investigation to have engaged in harassment and/or discrimination of another employee or an individual, including but not limited to customer, vendor, independent contractor, or any person that comes in contact with employees of the RAE Corporation, will be subject to appropriate disciplinary action, up to and including termination.

6. The Company will not tolerate or condone frivolous and false charges. This policy shall not be used to bring frivolous or malicious charges against fellow employees, supervisors, managers, or executives. Charges of discrimination or harassment made in bad faith will result in disciplinary action, up to and including termination, against the person making frivolous, malicious, or false charges.

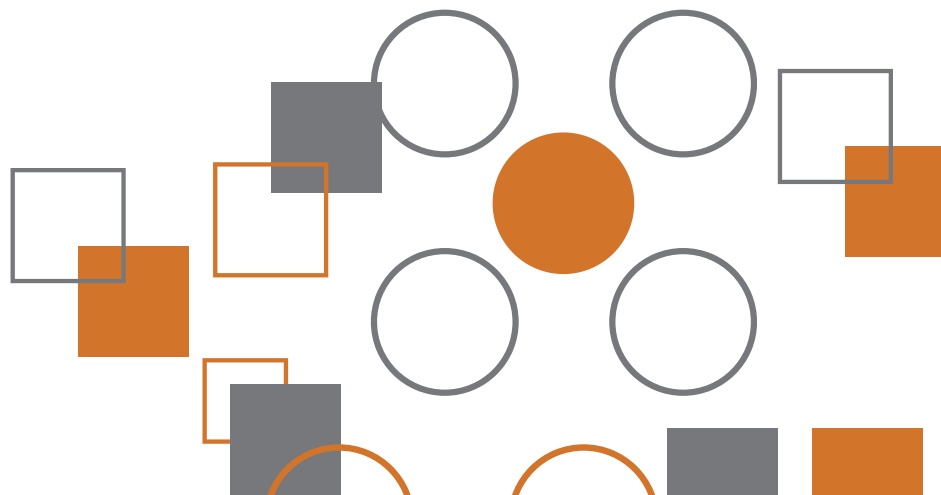
7. RAE Corporation prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee must report that conduct to his/her immediate supervisor or Human Resources within three (3) working days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management.



8. While all forms of harassment are prohibited, it is the Company's policy to emphasize that sexual harassment is specifically prohibited. Each supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Nor shall any supervisor favor in any way an applicant or employee because that person has performed or shown a willingness to perform sexual favors for the supervisor.

9. Other sexually harassing conduct in the workplace, whether committed by supervisors, leads, or non-supervisory personnel, is also prohibited. Such conduct includes but is not limited to:

- a. Sexual flirtations, touching, advances, or propositions;
- b. Verbal abuse of a sexual nature;
- c. Graphic or suggestive comments about an individual's dress or body;
- d. Sexually degrading words to describe an individual;
- e. The display in the workplace of sexually suggestive objects or pictures, including nude photographs;
- f. Profanity in any formal written communication-including memos, letters, and Email.



10. RAE prohibits supervisors and managers from dating any subordinate. Such relationships can be disruptive to the work environment, create a conflict or the appearance of a conflict of interest, and lead to charges of favoritism, discrimination, and claims of indirect sexual harassment. While RAE has no desire to interfere with the private lives of its employees, or their off-duty conduct, where such conduct impacts upon the work environment in a negative manner, such as noted above, RAE reserves the right to take whatever action is appropriate, in its discretion, to protect RAE Corporation's interest.

11. RAE Corporation prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

12. RAE Corporation prohibits offensive comments, jokes, innuendoes, and other sexually oriented statements.

13. Every employee will be furnished a copy of the Sexual Harassment Policy Notification and will be required to sign an acknowledgment of its receipt on the form shown.

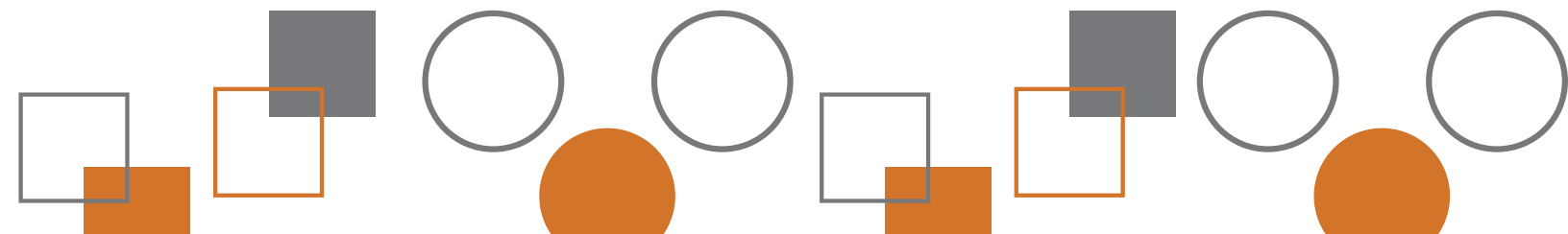
## Procedures

Any employee or applicant for employment, customer, vendor, independent contractor, or other individual believes that he or she is being or has been subjected to harassment and/or discrimination should be instructed to report the alleged harassment immediately in accordance with the procedures described below. All information will be held in strictest confidence and will be disclosed only on a need-to-know basis as required to investigate and resolve the matter.

### Step 1

The individual alleging discrimination or harassment is instructed to report the incident to his or her immediate supervisor or Human Resources within three (3) working days. The complaining employee will be interviewed to obtain a detailed description of the allegations. The complaining employee will be asked to provide a written statement of the circumstances surrounding the complaint, signed and dated.

If the complaining employee refuses to provide a written complaint or refuses to authorize the disclosure of his or her identity, he/she will be informed that no formal complaint may be processed. However, the supervisor will continue to attempt, without violating the complaining employee's request for confidentiality, to determine the existence or nonexistence of the allegations of the complaint. In any event, the supervisor shall take steps to prevent the complaining party from being subjected to any form of retaliation or discipline for reporting or pursuing a legitimate harassment or discrimination complaint.



## Step 2

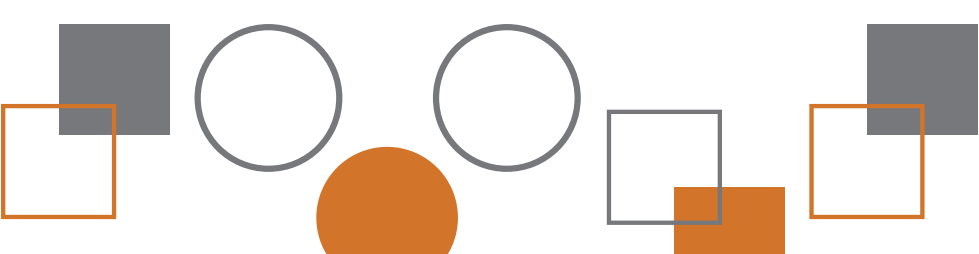
Within three (3) working days after receiving a written complaint, the person accused of harassment will be interviewed by the designated investigator and informed of the seriousness of the allegations. The investigator will review with the accused the Company policy and indicate that an allegation of harassment or discrimination has been made. The person accused will then have the opportunity to refute the allegations and provide any relevant supporting information and/or identify potential witnesses. The investigator will then interview any other appropriate individuals and gather any other pertinent information. All individuals interviewed will be instructed to keep the complaint and all information related to the investigation confidential.

## Step 3

The appropriate management will review the results of the investigations with other appropriate management officials. Where justified by the facts, appropriate disciplinary action consistent with sound management principles will be determined on a case-by-case basis. This could include disciplinary action up to and including termination.

## Step 4

The person accused will be informed of the findings and proposed disciplinary action, and will be given five (5) working days to provide a response, stated in writing, to include stating “none”, if the respondent does elect to have a response.

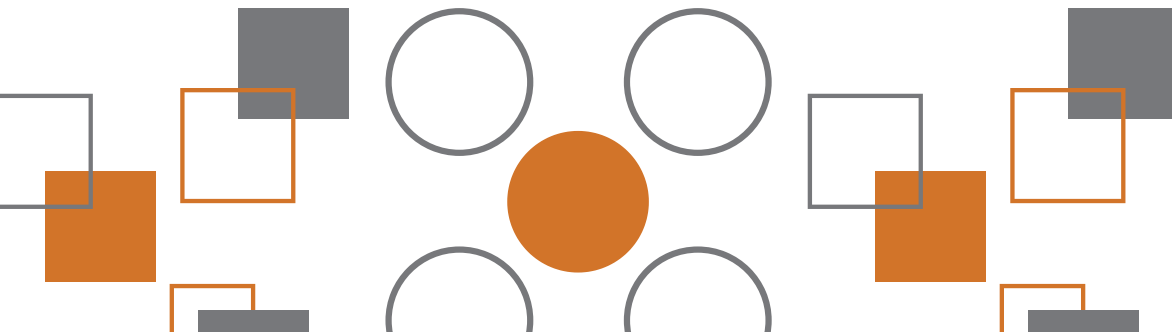


## Step 5

Upon receipt of any considerations submitted by the person accused, the responsible management official will review and evaluate the submitted information and, if appropriate, adjust the proposed disciplinary action. After notice to the person accused, the adjusted disciplinary actions will be imposed. At that time, the responsible supervisor will inform the complaining employee of the results of the investigation.

## Step 6

Any employee who is dissatisfied with the resolution of a harassment or discrimination allegation, in which he or she is involved, may file a complaint directly to the President of the Company.







## ACKNOWLEDGEMENT OF PRODUCTIVE WORK ENVIRONMENT

### RAE Corporation Anti-Harassment and Anti-Discrimination Policy

I have been provided with RAE Corporation's Productive Work Environment Policy. I have read and understand the contents of the policy.

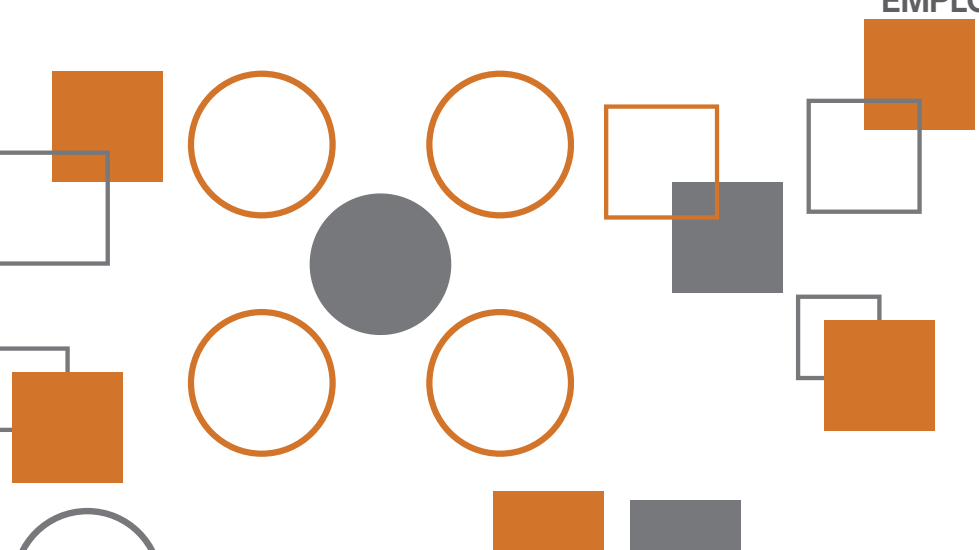
I understand RAE Corporation will not tolerate harassment or discrimination, including sexual harassment.

I acknowledge and:             I do agree  
    I do not agree

\_\_\_\_\_ DATE

\_\_\_\_\_  
EMPLOYEE OR APPLICANT SIGNATURE

\_\_\_\_\_  
EMPLOYEE OR APPLICANT PRINTED NAME



# ORIENTATION - 205



## **Policy:**

It is the policy of the Company that all new employees and all present employees transferred or promoted to a new job shall be placed on an orientation period of at least ninety days (90). Upon successful completion of the orientation period, the employee will be given regular status.

## **Expectations:**

1. During the orientation period, the employee's job performance will be carefully observed by the supervisor. Where appropriate, weaknesses in performance or attitude will be brought to the employee's attention for self-correction.
2. Regular status will be granted to the employee after the orientation period if the employee's job performance is satisfactory. A new or transferred employee may be granted an extension of one to three (1-3) months of orientation if additional time is necessary for achieving satisfactory job performance.
3. During the orientation period, days will be added to the orientation equal to the number of days the employee is absent from scheduled work regardless of cause.
4. Transferred or promoted employees who are unable to perform satisfactorily in their new jobs during or at the end of their orientation period may, at the discretion of management, be returned to their original jobs, if a vacancy exists, or be terminated.
5. If the results of the medical examination or background investigation indicate that a new employee is not suited for employment with the Company, the employee will be terminated.

# ORIENTATION - 205



6. New employees who are terminated during or at the end of the orientation period are not eligible for severance pay.

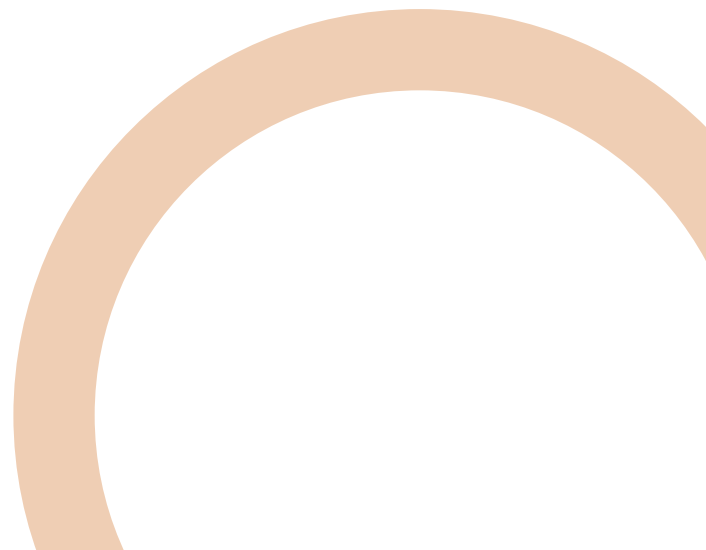
7. Newly hired employees must complete 30 days of employment before becoming eligible to participate in the health insurance program and other enhanced benefits offered to full-time employees. See policies 504 and 505 for additional information.

8. Employees who have not yet completed 90 days of employment with RAE Corporation are not eligible to receive paid time off or paid vacation.

**9. The successful completion of this orientation period should not be construed as creating a contract, guaranteeing employment for any specific duration, or establishing a just cause termination standard.**

10. A part-time, temporary, or leased employee who is subsequently hired as a regular full-time employee must still complete the ninety-day (90) orientation period.

11. Present full-time employees transferred to a new job will continue to keep benefits afforded to full-time employees if they had such benefits before the time of the transfer.



# WAGE & SALARY - 206



## **Policy:**

It is the policy of this Company that hourly employees will be paid every Thursday for the previous week's work (Sunday through Saturday).

## **Comments:**

1. The employee and Company will have agreed on a starting rate of pay before the employee is hired and the employee will be paid every Thursday for the previous week's work.

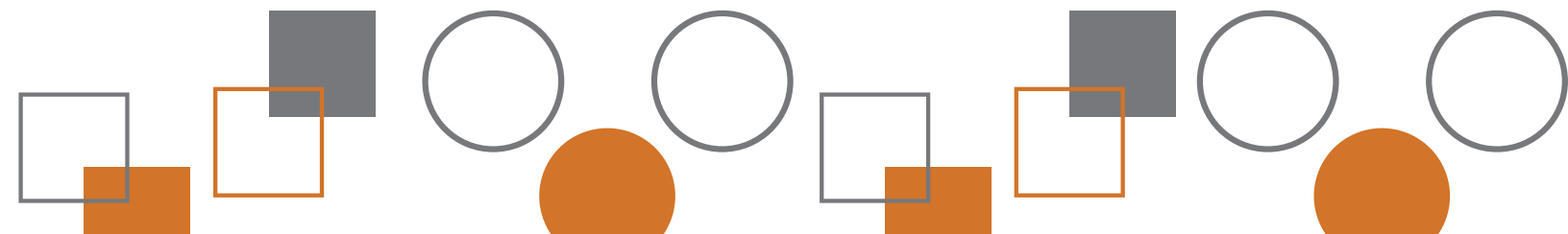
NOTE EXCEPTION: Paychecks will be issued on FRIDAY instead of THURSDAY during weeks that include an observed holiday.

2. The employee will be eligible for overtime after completing forty (40) hours of work in one week. The overtime will be paid at a rate of the employee's current hourly rate and one-half.

3. The employee will be paid for earned and unused holiday in December and may request payment for earned and unused personal time off (PTO) in December as well, so long as the employee has at least 30 hours of vacation pay available to use during plant shutdown.

4. An employee will be reviewed at least once a year for merit and/or rate increases.

5. Weekend Shift - The Weekend Shift employee will be paid time and a half for every hour worked over 36 hours in a workweek.



## WAGE & SALARY - 206



6. The employee is eligible for benefits on the 1st day of the next month after completing 30 days of continuous employment with the Company as a full-time employee.

7. RAE Corporation will only issue payroll checks directly to the employee unless the employee has instructed the company in writing to release the payroll check to someone other than the employee.

8. First Check: The first payroll will be issued to the employee through either a physical check or a pay card. Direct deposit will not begin until the 3rd pay cycle. The first payroll (issued on Thursday) includes wages earned during the prior pay period (Sunday-Saturday).

9. Final Check: Employees who are terminated, either voluntarily or involuntarily, may expect their final wage to be paid on the next regularly scheduled payroll following the current pay period.

The final check will include payment for all hours worked during the current pay period, plus any earned and unused holiday pay, vacation pay, or personal time off (PTO).



# WAGE & SALARY - 206



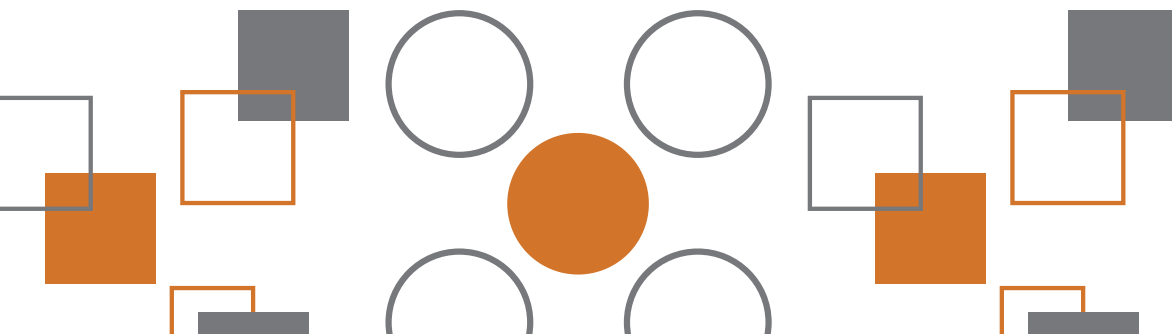
The final check will be reduced by any outstanding debt owed to the company, including:

- Replacement costs for lost or damaged company tools, equipment, or property issued to the employee.
- Travel advances issued to employees assigned to travel for the company.
- Wage advances received in the form of either employee loans or personal time off (PTO) taken in advance and not yet accrued [see Policy #302].
- Balance due for purchase agreements made through RAE Corporation.
- Costs of voluntary insurance policies and benefits; this includes the regularly scheduled payroll deductions plus any remaining balance owed for the current month's premiums paid on behalf of the employee. [Benefits will remain effective through the end of the calendar month during which the employee last worked].

- 

Employees who voluntarily terminate employment without providing two-weeks notice will not be eligible to receive payment of PTO, vacation, and holiday hours on their final check.

Final checks will not be issued by direct deposit or cash card. Instead, the final check with check stub and full payment details will be issued by check and available for pick up through the Human Resources Office by appointment.



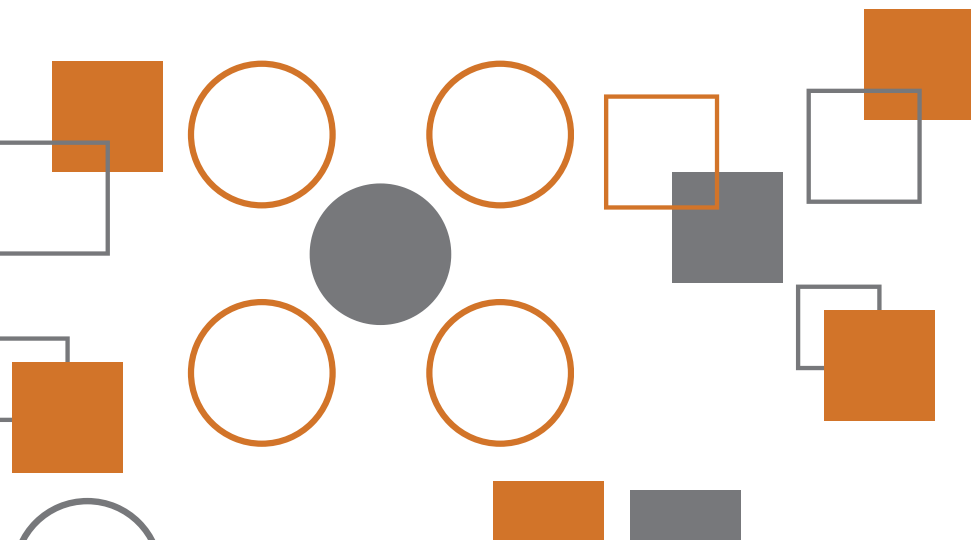
## WAGE & SALARY - 206



10. Plan for Annual Plant Shut Down: RAE Corporation will schedule a plant shutdown between the Christmas and New Year's Day Holidays. Hourly employees should plan to be unscheduled during the plant shutdown unless otherwise informed by management. RAE Corporation requires employees to continue to maintain payment for scheduled payroll deductions such as voluntary benefits, voluntary payroll deductions, loan payments, and garnishment orders even through the plant shutdown. It will be the employees' responsibility to ensure that sufficient hours (at minimum 30 hours of vacation, paid time, or holiday time) are available to be paid out during the plant shutdown.

[Beginning in 2019, payments of earned and unused Holiday and PTO time will not be automatically paid out to employees who have less than 30 hours of available vacation time as of Dec 1st. Instead of automated payout, unused Holiday and PTO time will be paid to the employee during plant shutdown for employees who do not have at least 30 hours of vacation available to apply during shutdown].

**Note:** Exceptions to this policy apply when the employee qualifies for short-term disability, FMLA, or leave of absence.



## **Policy:**

It is the policy of this Company that before any person is hired, a blood, hair and/or urine analysis will be required to screen for the presence of drugs and will be performed by a licensed physician or certified testing center. If the results presented to the Company are positive the applicant will be refused employment. If the results are negative the Company has the option to require a standard physical examination to be performed by a licensed physician. All tests will be made at the expense of the Company. All new hires are required to sign a drug-free workplace and consent agreement (See Policy 216.)

## **Comments:**

1. Applicants may be required to pass a physical examination concerning their fitness to perform the job for which they have applied. The examination will be administered by a physician designated or approved by the Company.
2. Physical examinations administered at the request of the management will be paid for by the Company. The cost of physical examinations not made mandatory by this policy shall be paid by the employee and may be administered by a physician selected by the employee.
3. Medical examinations and drug screenings are paid for by the Company, and the results are the property of the Company and will be treated as confidential. However, records or such examinations will be made available to the employee, the employee's agents, public agencies, or the employee's doctor, if required by law or regulation.
4. Driving records will be checked if the position for which the applicant is applying requires driving a Company vehicle. Any violations that would cause an increase in the Company insurance rate or where the applicant would be denied insurance by our carrier will result in ineligibility for employment.





# RECORDING ATTENDANCE - 210



## **Policy:**

All hourly employees are required to record their arrival time at the start of their shift and their departure time at the completion of their shift on a computer terminal located in your work area.

## **Comments:**

1. Computer terminals are provided to allow the employee to record his/her arrival and departure time.
2. The Computer terminals record the time in hours and hundredth of hours. (Example: 4:30 will show 4:50) This is a twelve-hour clock and it does not identify A. M. or P. M. It does show month and date.
3. All employees must clock out when leaving the premises for personal reasons (including lunch breaks) and must clock in upon return.
4. There is no allowance or grace period in determining tardiness. Failure to clock in at the beginning of a shift will result in a recorded tardy.
5. RAE Corporation uses a computer software program for recording time. Keep the following guidelines in mind in regards to how the software program calculates paid time.
  - a. Paid time begins at the start of scheduled shift and stops at end of scheduled shift unless the Timekeeper has been notified by the supervisor that the employee is approved for overtime.
  - b. Employees are provided a 60 minute window before shift start to clock in and a fifteen minute window after shift end to clock out; this means that the employee is not performing work on behalf of RAE Corporation and is not paid until after the scheduled shift start.
  - c. The employee will not begin work until shift starts or work after shift ends without prior approval for overtime.

# RECORDING ATTENDANCE - 210



6. A comment field is available on the CUC Timekeeping program to send messages to the Timekeeper when an employee works any hours other than the scheduled shift.

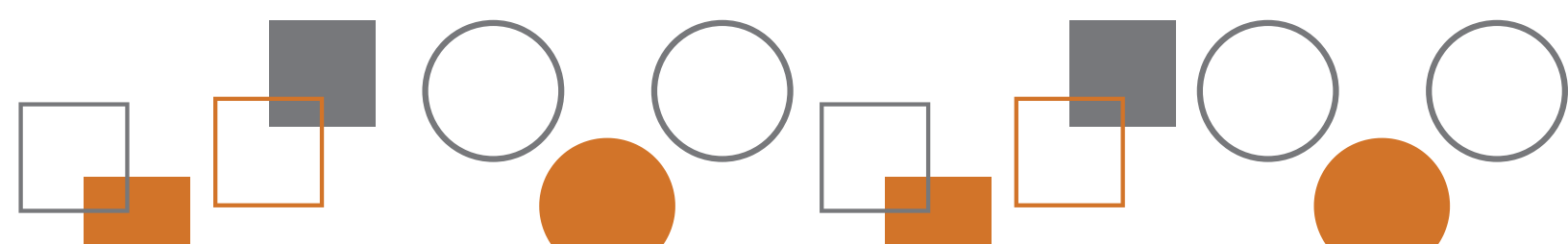
a. When an employee intends to start work earlier than his/her regular schedule, he/she will indicate that work is starting prior to scheduled start time by adding comment to the Clock In screen, for example “OT approved by supervisor”.

b. When an employee starts work later than his/her regular schedule, he/she will indicate that work is starting later than scheduled start time by adding comment to Clock In screen, for example, “PA Tardy approved by supervisor”.

c. When an employee stops work later than his/her regular scheduled end time, he/she will add a comment stating the reason for clocking off later than scheduled end time, for example “OT approved by supervisor”.

d. When an employee stops earlier than his/her regular scheduled end time, he/she will add a comment stating the reason for clocking off job earlier than scheduled, for example “PA leave early by supervisor”.

7. It is the responsibility of the employee to communicate with the Timekeeper anytime he/she works any hours outside of scheduled start or end time. Failing to communicate variances may result in improper accounting of actual worked hours.



# RECORDING ATTENDANCE - 210



8. It is the responsibility of the employee to review his/her time record daily, and no less than weekly, and then communicate errors to Accounting for review promptly. To review the current day time card, current week time record, or previous week time records, the employee may use the same CUC Time Clock he/she uses to record time in and time out. Option #23 from the CUC Time Clock allows review of all entries made to the employee's time card.

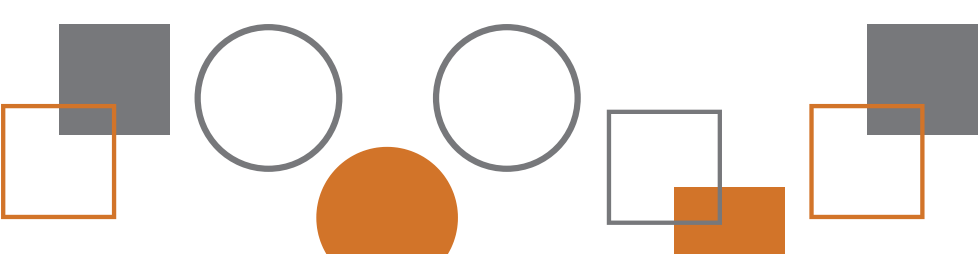
9. It is the responsibility of the employee to communicate in writing any error, omission, or dispute with the time card within 7 calendar days of the pay period in which the time card error occurs. Clocking another employee's timecard is not permitted and doing so is grounds for disciplinary action up to and including termination on the first offense.

10. If an employee's record is clocked in or out by another employee, both employees will be subject to disciplinary actions in up to and including termination on the first offense.

11. Falsifying a time record of any employee is strictly prohibited and will lead to discipline up to termination.

12. No employee shall leave his or her workstation or remove required PPE before the buzzer rings for break or shift end.

13. Employees are not permitted to congregate around the computer terminal prior to the buzzer ring (or end of shift).



# REHIRING - 211



## **POLICY:**

It is the policy of the RAE Corporation that the Company will consider and can rehire former employees who have left the Company, as long as that individual can meet the hiring requirements and was not terminated for cause.

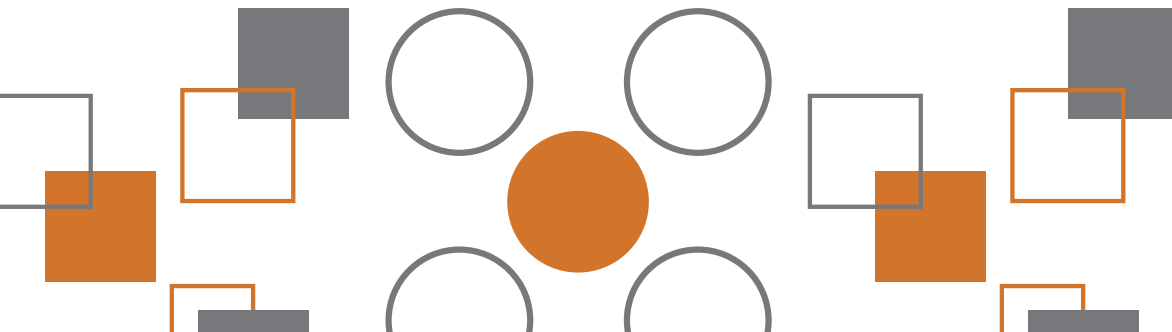
## **ELIGIBILITY:**

1. The former employee will have to pass the same entrance requirements as new hired employees to be eligible for rehire.
2. The former employee has to be able to perform the job duties and must complete the orientation period (Policy #205) as would a newly hired employee.

## **EXPECTATIONS:**

3. The rate of pay for a rehired employee will be determined by the supervisor and will subject to final approval by the Vice President over the department. The rate of pay will be based upon the job classification, job knowledge, and quality of work that individual would bring back to the Company, if rehired. RAE Corporation may bring that individual back with reduced benefits and at a lower rate of pay.
4. The former employee would be eligible to participate in the 401K plan upon rehire date if all the requirements of 401K had been met previously. Federal laws would dictate how you would re-enter the 401K plan.

5. The rehired employee will have to complete 30 days of continued employment before becoming eligible for enhanced employment benefits including health, dental and vision insurance.
6. The Company is under no obligation to rehire former employees.
7. Employees rehired in less than two years will not be eligible for referral bonus, retention bonus or standard rate increase programs.
8. Management reserves the right to use its discretion in applying this policy under special or unique circumstances.



## EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of RAE Corporation to pledge its full support to equal employment opportunity for all persons, regardless of race, color, religion, sex, national origin, marital status, physical disability, medical condition, age, status as a Disabled Veteran, Recently Separated Veteran, Other Protected Veteran, and Armed Forces Service Medal Veteran with respect to recruitment, hiring, training, promotion, and other terms and conditions of employment, provided the individual is qualified to perform the work available. Further, it is the policy of the Company to comply with the concepts and practices of affirmative action. The Human Resources Specialist will administer the Company's affirmative action program and will monitor that program and make reports on a periodic and continuing basis to senior management.

Accordingly, all employment decisions shall be consistent with the principle of equal employment opportunity (EEO).

All promotion decisions shall be consistent with the principle of EEO, and only valid qualifications will be required for promotion.

All other personnel actions or programs such as compensation, benefits, transfers, layoffs, recalls, Company-sponsored training, education, tuition assistance and social and recreational programs will be administered in a non-discriminatory manner with respect to minorities and women, provided the individual is qualified to perform the work available.

Pursuant thereto, this policy establishes--effective immediately and in compliance with regulations provided by the Secretary of Labor in 41 C.F.R. Chapter 60—an affirmative action program composed of specific steps that will be undertaken in order to implement this policy. The Affirmative Action Compliance Plan is available for inspection by applicants and employees in the Human Resources area between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday.



## **Policy:**

It is the policy of the Company to conduct performance evaluations for all employees on an annual basis. The evaluation process documents each individual's performance during the prior year.

Performance evaluations will be completed as follows:

- 90 days following date of hire
- Before department transfer
- Annually

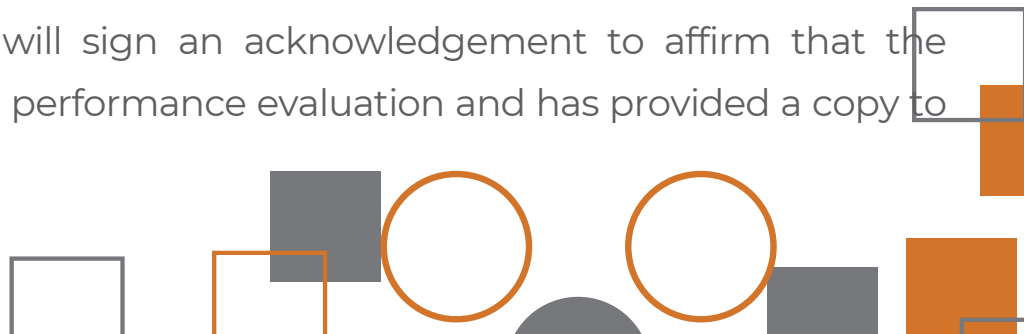
## **Procedures:**

Each employee will initiate the performance evaluation process by completing a self-evaluation and then submitting the completed form to the immediate supervisor.

The immediate supervisor completes a performance evaluation and then submits both the employee's self-evaluation and the supervisor's performance evaluation of the employee to the Department Executive for review.

The Department Executive reviews and approves the evaluation prior to the evaluation meeting. The Department Executive has the authority to require the performance evaluation be rewritten if the individual rating categories or the overall summary of performance categories do not accurately reflect the evaluation narrative or actual performance.

The evaluation meeting with the employee is conducted by the immediate supervisor. The employee will sign an acknowledgement to affirm that the supervisor has discussed the performance evaluation and has provided a copy to the employee.



## **Ratings:**

Appropriate responses for unacceptable ratings will vary based upon the nature and quantity of unacceptable ratings. Such responses may include:

- The development of a detailed action plan to correct the deficiencies within a specified time;
- Placement on a special watch period during which the employee's performance will be closely monitored and evaluated;
- Reclassification or transfer, where appropriate;
- Termination of employment.

## **Holding the evaluation meeting with the employee:**

The immediate supervisor will conduct the evaluation with the employee.

Compensation and/or promotion decisions should not be discussed with the employee during the performance evaluation.

## **After the evaluation meeting:**

The completed performance evaluation is filed in the employee's personnel file.

If an employee wishes to protest the fairness of the performance review or the performance review process, the employee will first discuss the issue with the supervisor. If the matter is unresolved, the employee may request a meeting with both the supervisor and the Department Executive. The employee may then file the complaint in writing to Human Resources if the matter is not resolved during this meeting.

## **Additional information:**

Employees will not be evaluated while off work due to a leave of absence. If an employee starts a leave of absence before his or her evaluation date, the effective date will be the date he or she returns to work from leave.

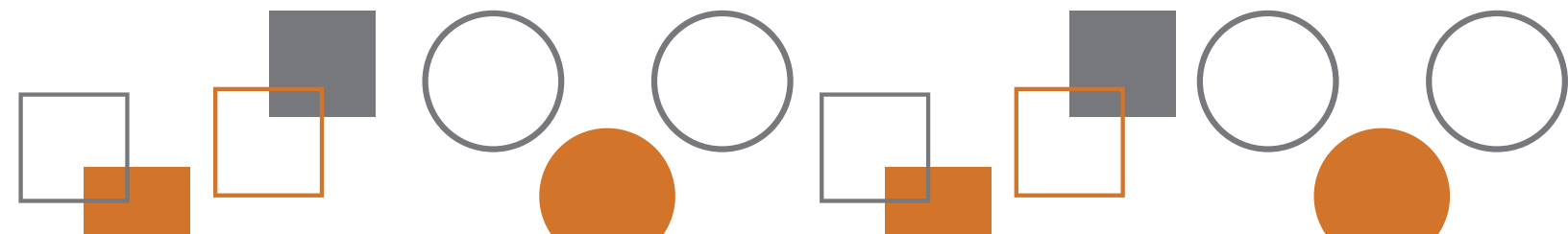


## Policy

It is the policy of RAE Corporation to comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

RAE Corporation will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to RAE Corporation. Contact HR with any questions or requests for accommodation.



# AMERICANS WITH DISABILITIES ACT - 215



All employees are required to comply with the company safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employees' immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

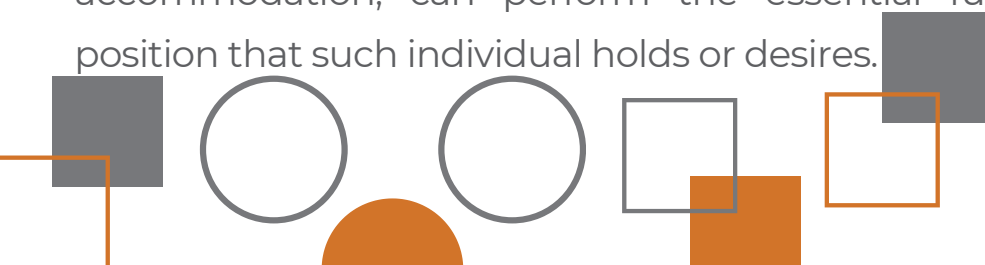
The HR department is responsible for implementing this policy, including resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

## **Terms used in the policy**

Disability means a physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment or being regarded as having such an impairment.

Major life activities include the following, but are not limited to: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

Qualified individual means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.



The ADAAA also includes the term “major bodily functions,” which may include physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed mental retardation), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include, but are not limited to, epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. Impairment such as cancer that is in remission but that may possibly return in a substantially limiting form also is considered a disability under EEOC final ADAAA regulations.

**Direct threat** means a significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.

**Reasonable accommodation** includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work



# AMERICANS WITH DISABILITIES ACT - 215



schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

Undue hardship means an action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include, but are not limited to:

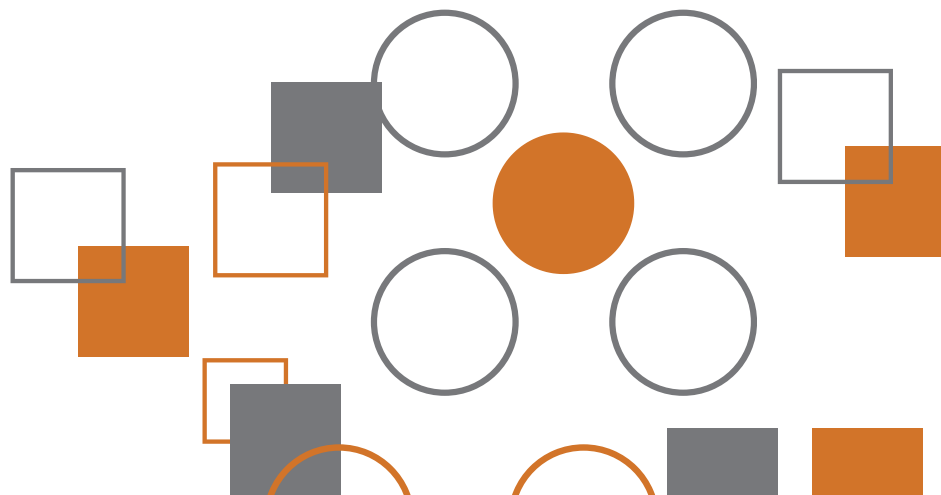
- The nature and cost of the accommodation.
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources; or the impact of such accommodation upon the operation of the facility.
- The overall financial resources of the employer; the size, number, type and location of facilities.
- The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- The impact of the accommodation on the operation of the facility.
- Essential functions of the job refer to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

## **Purpose:**

RAE Corporation is committed to providing its employees with a safe workplace and an atmosphere which allows them to protect property and other assets placed in their care. Employees are expected to be in a suitable mental and physical condition while at work, allowing them to perform their jobs effectively and safely.

Whenever use or abuse of any mood altering substance (such as alcohol or drugs) interferes with a safe workplace, appropriate action must be taken. RAE Corporation has no desire to intrude into its employees' personal lives. However, both on-the-job and off-the-job involvement with any mood altering substances can have an impact on our workplace, RAE Corporation's interests and reputation, and on RAE Corporation's ability to achieve its objectives of safety and security.



## Policy:

Employees are expected to report to RAE Corporation's premises, work sites, vehicles, client locations or customer work sites with no mood altering substances in their body that can impair cognitive, psychological or physical capacities. Further, the possession, sale or use of mood altering substances at work, or coming to work under the influence of such substances will be a violation of safe work practices and may result in disciplinary action, including possible dismissal. All employees are prohibited from the unlawful use, sale, dispensing, distribution, possession, or manufacture of illegal drugs or alcoholic beverages on RAE Corporation's premises, work sites, vehicles, client locations or customer work sites. In addition, employees are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or RAE Corporation's reputation. All employees will be subject to disciplinary action, up to and including dismissal, for violations of this Policy.

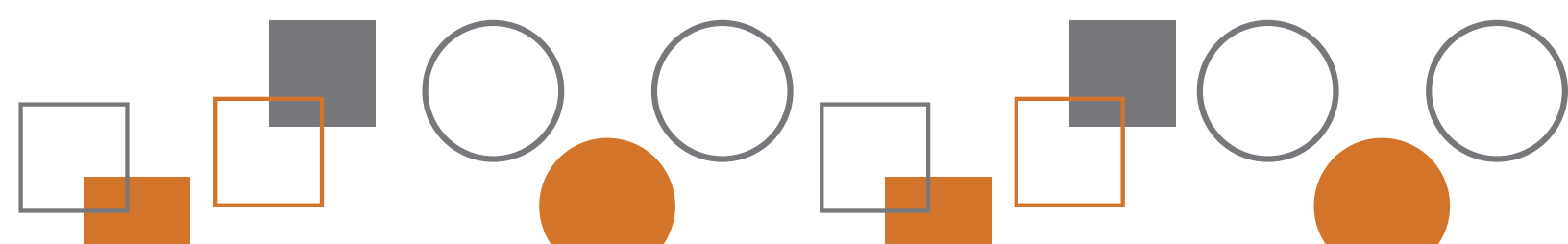
Any employee who is charged and/or convicted under any federal or state criminal drug and/or alcohol statute must notify their supervisor or Human Resources within five (5) days of the charge and/or conviction and may receive some form of disciplinary action, including dismissal.

The proper use of controlled medications or over-the-counter drugs as part of a prescribed medical treatment program of the individual does not constitute, by that fact alone, a violation of this Policy, but it may be important for an employee's supervisor to be aware such use is occurring in order to determine job assignments. Such use may provide a basis for reassignment, a leave of absence or dismissal because of medical reasons. **An employee undergoing prescribed medical treatment with a controlled medication that could impair his/her physical, mental or emotional faculties must immediately report this treatment to his/her supervisor. Failure to do so will constitute a violation of this Policy.**

RAE Corporation may also search Employer owned property or premises used by the employees, as well as the personal effects of employees (to include clothing, vehicles, containers, tool boxes, lunch pails, lockers and the like) brought onto RAE Corporation's property. RAE Corporation may take into custody any illegal, unauthorized or prohibited items and may turn them over to the proper law enforcement agencies. Refusal to allow a search or interference with a search may result in disciplinary action, including possible dismissal.

## **EMPLOYEES AND APPLICANTS WITH VALID OKLAHOMA MEDICAL MARIJUANA LICENSES**

Under this Policy, Oklahoma employees and applicants with valid Oklahoma medical marijuana licenses will not be discriminated against or penalized solely based upon their status as a medical marijuana license holder. Nor will RAE Corporation take action regarding Oklahoma employees and applicants with valid Oklahoma medical marijuana licenses solely based upon the results of a drug test showing positive for marijuana or its components. However, violation by any employee of RAE's Medical Marijuana Use, Possession or Impairment Policy may result in discipline, up to and including termination.



## DRUG AND ALCOHOL TESTING

### Individuals Subject to Drug or Alcohol Testing

All employees, applicants who have received a conditional offer of employment, independent contractors, subcontractors, and/or employees of independent contractors or subcontractors are subject to drug or alcohol testing and the provisions of this Policy.

### Circumstances for Testing

The circumstances under which RAE Corporation may request or require drug or alcohol testing are:

#### Applicant Testing

Applicants who have received a conditional offer of employment will be required to submit to drug and/or alcohol testing. A positive test or a refusal to undergo testing may result in a refusal to hire.

#### For-Cause Testing

Any time RAE Corporation reasonably believes an individual is under the influence of drugs or alcohol, RAE Corporation may require a drug or alcohol test. Circumstances causing RAE Corporation to require testing of an individual may include, but are not limited to:





1. Drugs or alcohol on or about the individual's person or an individual's vicinity;
2. Conduct on the individual's part that suggests impairment or influence of drugs or alcohol;
3. A report of drug or alcohol use while at work or on duty;
4. Information that an individual has tampered with drug or alcohol testing at any time;
5. Negative performance patterns; or
6. Excessive or unexplained absenteeism or tardiness.

## Post-Accident Testing:

If an employee's conduct could have contributed to an accident while at work which results in an injury to the employee or another person or damage to property, including damage to equipment, the employee may be required to undergo drug and or alcohol testing. If RAE conducts a post-accident testing, RAE will require employees whose conduct could have contributed to the accident to undergo a drug or alcohol test, whether or not they reported an injury.

## Random Testing

RAE Corporation may require an individual or all members of a classification or group to undergo drug or alcohol testing at random and may limit its random testing to particular employment classifications or groups.

## Scheduled Periodic Testing

RAE Corporation may require individuals to undergo drug or alcohol testing if the testing is conducted as a part of a routinely scheduled fitness for duty medical examination or is scheduled routinely as part of RAE Corporation's written policy.



## Post-Rehabilitation Testing

In those instances in which RAE Corporation offers or requires an employee the opportunity to successfully complete a drug and/or alcohol rehabilitation program in lieu of dismissal or following a positive test that did not result in dismissal, the employee may be required to undergo drug or alcohol testing for a period of up to two years commencing with the employee's return to work.

## Transfer/Reassignment

If an employee transfers to a new position or job, or if an employee is reassigned to a different position or job.

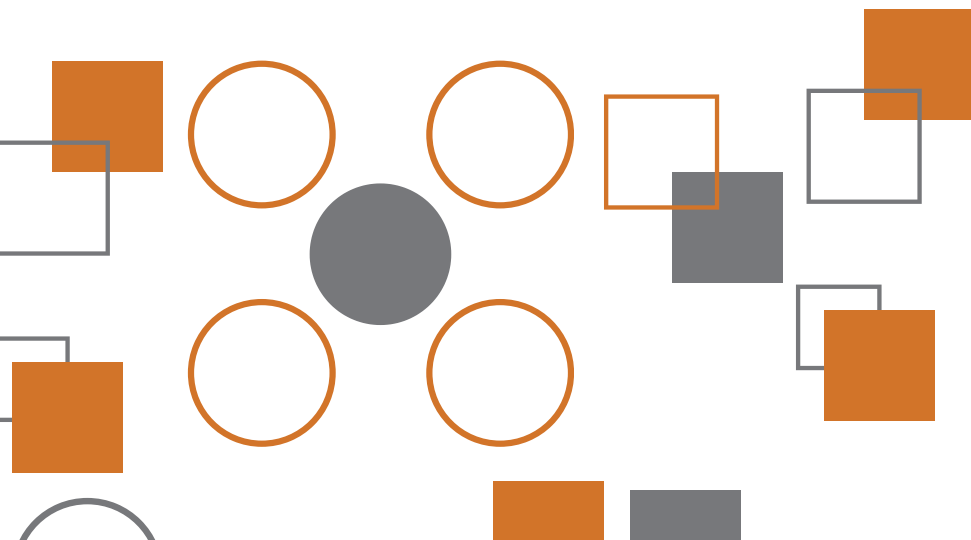
## Return from Leave

If an employee returns to duty from a leave of absence.

Oklahoma Employee and Applicant Positive Marijuana Tests: An Oklahoma employee or applicant who receives a positive test for marijuana will be asked to demonstrate they have a valid Oklahoma medical marijuana license.

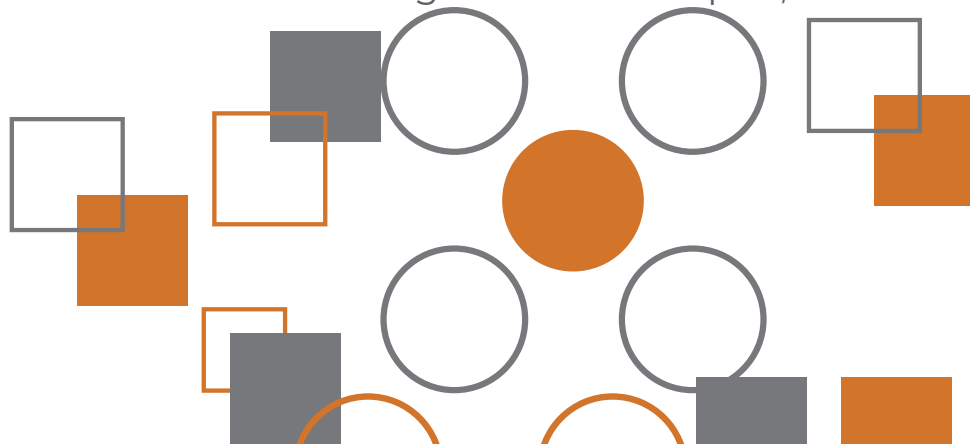
## **Substances Which May Be Tested**

Under this Policy, RAE Corporation shall test for drugs and alcohol.



## Testing Methods and Collection Procedures

1. Samples shall be collected and tested only by individuals deemed qualified by the State Department of Health and may be collected on the premises of the employer;
2. Only samples deemed appropriate by the State Department of Health for drug and alcohol testing shall be collected;
3. The collection of samples shall be performed under reasonable and sanitary conditions;
4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen;
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;



6. Sample collection shall be documented, and the documentation procedures shall include:

a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

b. an opportunity for the applicant or employee to provide notification of any information that the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;

7. Sample collection, storage, and transportation to the testing facility shall be performed so as reasonably to preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by an employer pursuant to 40 O.S. § 562 of this act;

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required; and

10. RAE Corporation will use testing services and facilities that have been licensed by the State Department of Health to test for the presence of or abuse of drugs or alcohol.

## Consequences for Violating the Testing Policy

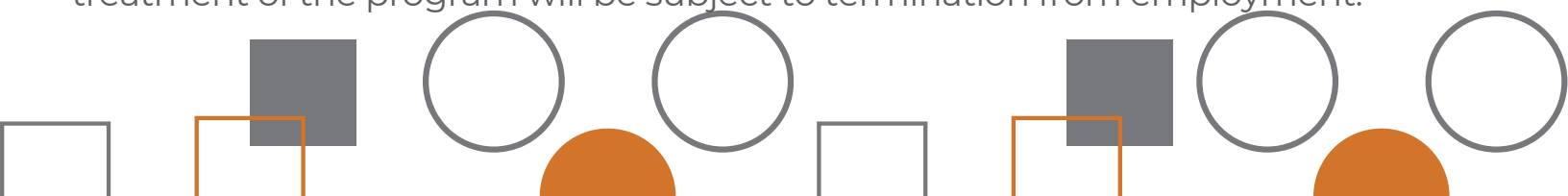
Refusal to be Tested: Any individual who refuses to submit to RAE Corporation's request for drug and/or alcohol testing, or refuses to complete the required forms will be subject to termination from employment, or will not be eligible for employment, as the case may be. Interfering with and/or failing to cooperate with the testing process will be treated as refusal to be tested.

2. Adulteration, Tampering or Manipulation of Samples: The actual or attempted tampering, adulteration and/or manipulation of drug and alcohol testing samples are prohibited. Any individual who attempts to alter, tamper or manipulate any testing samples will be subject to termination from employment, or will not be eligible for employment, as the case may be.

3. Personnel Action Which May Be Taken as a Result of a Positive Test Result:

a. Any individual who violates this Policy regarding actual or intent to possession, consumption, use, transfer, solicitation or sale of illegal drugs, illegal possession or inappropriate or moderate use of alcohol or the abuse of prescription or over the-counter drugs will be subject to disciplinary action, including but not limited to termination.

b. Any employee who tests positive will be subject to discipline up to and including termination. However, RAE Corporation may, in its sole discretion, suspend disciplinary action or impose discipline less than termination, on the condition that the employee successfully completes a program of rehabilitation or treatment satisfactory to the employer. An employee who has been afforded this opportunity, but who does not successfully complete their rehabilitation or treatment of the program will be subject to termination from employment.



# DRUGS & ALCOHOL - 216



## Confidential Explanation by Individual

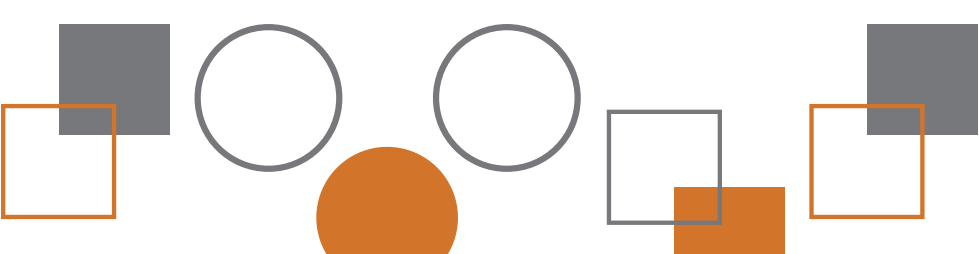
Any individual who receives a positive drug test result or has otherwise violated this Policy will be given an opportunity to offer an explanation, in confidence, to a representative of RAE Corporation.

An individual who receives a positive test for marijuana will be asked to demonstrate they have a valid Oklahoma medical marijuana license.

## Records

Records of all drug and alcohol test results and related information are the property of RAE Corporation. However, upon written request, those test results and related information will be made available for inspection and copying to the individual tested. The drug and alcohol test results and related information will be treated as confidential and will be maintained separate from other personnel records. Testing records may be provided to RAE Corporation employees, agents or representatives who need access to such records in the administration of the Standards for Workplace Drug and Alcohol Testing Act.

RAE Corporation may share drug and alcohol test results and related information regarding employees of independent contractor or subcontractors with the respective independent contractor or subcontractor, as provided by RAE Corporation's contractual agreement.



# DRUGS & ALCOHOL - 216



The employee grants permission to RAE Corporation to release testing records and/or results for purposes of unemployment, Worker's Compensation and other employment-related legal actions. Additionally, testing records are admissible as evidence in a case or proceeding before a court of records or administrative agency if either RAE Corporation or the individual tested are named parties in the case or proceeding. Further, testing records shall be released in order to comply with a valid judicial or administrative order.

The testing facility, or any agent, representative or designee of the facility, or any review officer, will not disclose to RAE Corporation, based on the analysis of a sample collected from an individual under this Policy, any information relating to the general health, pregnancy or other physical or mental condition of the individual. The testing facility will release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual testing upon request.

## **Appeal Procedures**

Within 24 hours of receiving notice of a positive test, an individual may request a subsequent confirmation test of a sample. The individual shall pay all costs of the subsequent confirmation test, unless the subsequent confirmation test reverses the findings of the challenged positive test. In those cases where the confirmed test reverses the initial findings, RAE Corporation will reimburse the individual for the cost of the subsequent confirmation test. An individual who is aggrieved by an alleged violation of the Oklahoma Standards for Workplace Drug and Alcohol Testing Act may file a civil action within one year of the alleged willful violation.

## **Changes to this Policy**

Any part of this Policy can be changed by RAE Corporation with ten (10) days written notice.



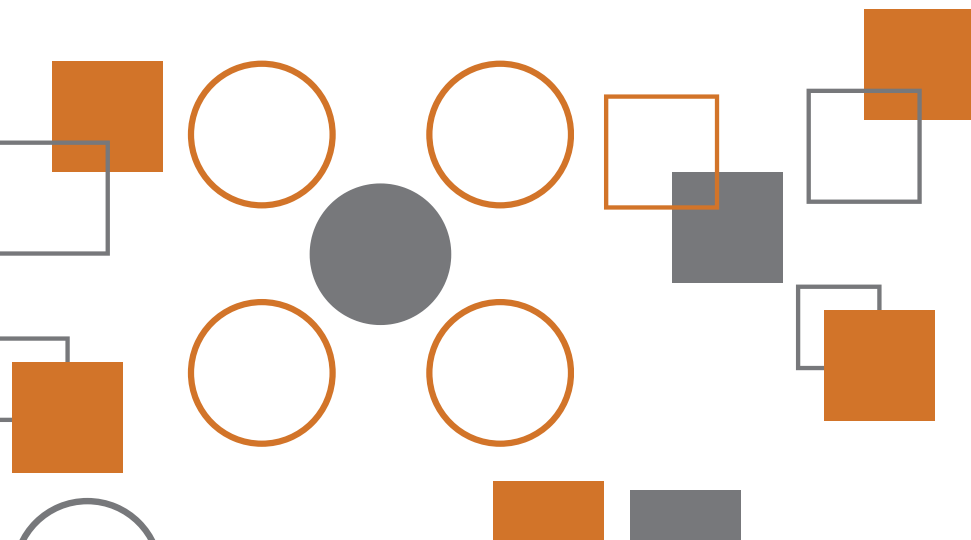
## ACKNOWLEDGEMENT OF RECEIPT

By signing below, I acknowledge that I have received a copy of RAE Corporation's Drug and Alcohol Use and Testing Policy. I understand that my employment with RAE Corporation is conditioned upon compliance with this policy. This policy is not a contract and is not a guaranty of any rights, privileges or conditions of employment. Its contents are subject to change by RAE Corporation upon ten (10) days written notice. In addition, I grant permission to RAE Corporation to release testing records and results, including but not limited to releasing testing records and/or results for purposes of unemployment, Workers' Compensation and other employment-related legal actions.

I understand and agree that I am employed with RAE Corporation "at will". This means that either the Company or I may end the employment relationship at any time, for any reason.

\_\_\_\_\_ DATE \_\_\_\_\_ EMPLOYEE OR APPLICANT SIGNATURE

\_\_\_\_\_ EMPLOYEE OR APPLICANT PRINTED NAME





# MARIJUANA USE, POSSESSION OR IMPAREMENT - 217



## **Policy:**

Oklahoma employees and applicants with valid Oklahoma medical marijuana license cards will not be discriminated against or penalized solely based upon their status as a medical marijuana license holder. Nor will RAE Corporation take action regarding Oklahoma employees and applicants with valid Oklahoma medical marijuana licenses solely based upon the results of a drug test showing positive for marijuana or its components. Please refer to RAE Corporation's Policy #216.

## **Expectations:**

RAE Corporation prohibits all employees – including those with valid Oklahoma medical marijuana licenses – from using or possessing marijuana while on RAE Corporation's premises or during working hours. This prohibition against marijuana use or possession applies to any of RAE Corporation's properties or work sites, including exterior areas, parking locations, personal vehicles or RAE Corporation vehicles and during any hours of employment when an employee is performing work or providing services. The prohibition also applies to customer, client or other third party locations or premises where an employee is performing work or providing services. If an employee's hours of employment include transportation or travel, then the prohibition against marijuana use or possession applies to that transportation or travel time.

RAE Corporation prohibits all employees – including those with valid Oklahoma medical marijuana licenses – from being under the influence or impaired by marijuana during any hours of employment, regardless of location. An employee is under the influence or impaired when marijuana use adversely affects ability to perform a job, interact with others, exercise judgment and/or work safely.

Violation of this Policy may result in discipline up to and including termination. If you have any questions about this Policy or its application please contact Human Resources.

# PATERNITY LEAVE - 300



## **Policy:**

Paternity Leave is a full time employee benefit program designed to provide income while an employee is off work bonding with their new child.

## **Comments:**

1. This program is provided by the Company at no charge to the employee. Eligible employees include all employees who have completed one (1) year of employment and are classified as full time employees.

2. These benefits apply only when the employee has a new birth of a dependent child.

3. An employee will be paid 50% of regular rate (based on a 40 hour work week). Partial weekly benefits will be prorated and computed at 50% of regular rate.

4. Maximum benefit period is limited to one (1) week.

5. The maximum benefit period does not restrict how long an employee can be off; it defines the amount of pay an employee may receive during a leave of absence for a new birth.

6. Paternity Leave does not need to be used all at once, employees can choose how to utilize the time off, however, time off requests must be approved by the department supervisor.

# VACATION - 301



## **Policy:**

It is the policy of the Company to grant annual vacations with pay to full-time employees in accordance with the guidelines established below.

## **Eligibility:**

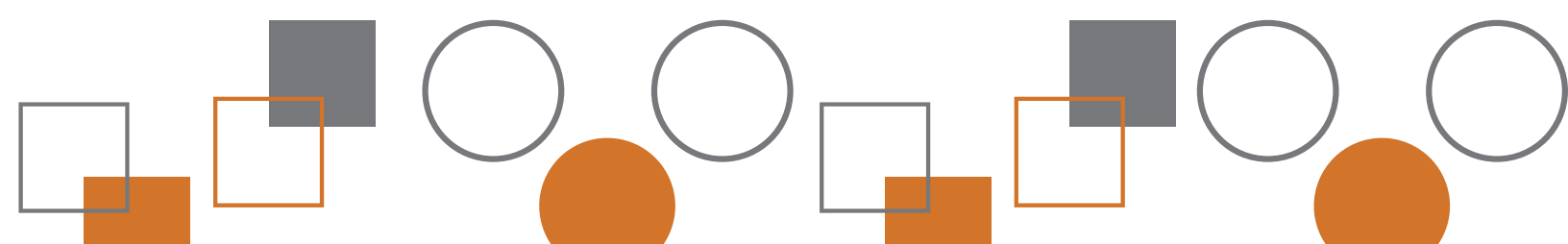
For purposes of determining an employee's length of service for vacation, the most recent hire date as a full-time RAE Employee becomes the effective anniversary date.

## **Earning vacation:**

Full-time employees will earn paid vacation as follows:

- Less than 2 years' service, employee earns up to 2 weeks annually (1.54 hours accrued per pay period)
- 2 years' service or more, employee earn up 3 weeks annually (2.31 hours accrued per pay period)
- 10 years' service or more, employee earn up to 4 weeks annually (3.08 hours accrued per pay period)
- 20 years' service or more, employee earn up to 5 weeks annually (3.85 hours accrued per pay period)
- 30 years' service or more, employee earn up to 6 weeks annually (4.62 hours accrued per pay period)

*Procedure for Accounting Department: Accrual increases will be entered 52 weeks before a milestone anniversary*



# VACATION - 301



Vacation hours will not accrue when an employee is out on unpaid leave such as, and not limited to, Workers' Compensation, Short Term Disability, or FMLA.

For rehired employees, previous years of service will be recognized and credited for purposes of determining applicable vacation benefits.

Employees returning from military leave will have their vested time and benefits accrued according to the Uniformed Services Employment and RE-employment Rights Act (USERRA).

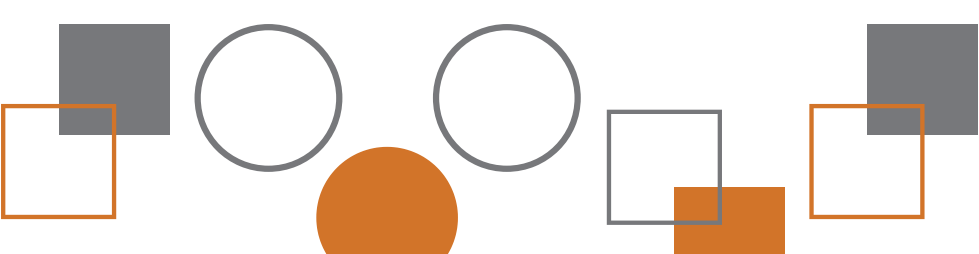
## **Submitting requests for time off:**

Employees must submit vacation plans in writing in advance for supervisor approval using the Request for Check Form.

It is the responsibility of the employee to confirm that the submitted request for vacation time has been approved by the supervisor BEFORE taking the requested time off work. The Request for Check Form includes option to receive an email notification to be sent confirming the request for time off is granted.

Should circumstances compel a change in vacation plans, reasonable notice must be given to the supervisor.

Vacation time is hour for hour. An employee that is scheduled for a 10 hour shift must request ten hours, etc.



## **Submitting requests for pay in lieu of time off:**

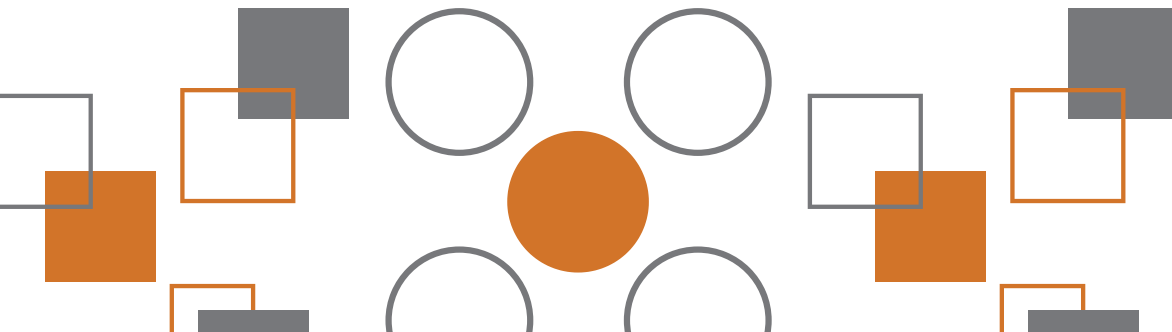
Vacation time may be requested and paid in lieu of time off at the employee's discretion and subject to the supervisor's approval.

When requesting vacation pay in lieu of the time off, the employee will be paid for the requested time if earned but forfeits the actual time off.

## **Expectations:**

Employees are expected to provide one weeks' notice when scheduling vacation time.

- Requests for vacation may be denied for requests providing less than one week notice.
- Employees may not fail to report to work unless their vacation request has been approved. It is the employees responsibility to contact their supervisor or lead directly when not reporting to work if they have not received an approval for time off.
- Requests for vacation will be denied when the request for time off is submitted without at least 24 hours advanced notice.
- In the event of conflicting plans within a department, priority shall be established on a basis of honoring requests on a first come, first serve basis.



# VACATION - 301



Management may limit the amount of vacation time carried forward to the next calendar year.

Employees who have not yet completed 90 days of employment with RAE Corporation will earn vacation time but will not be able to request any time off with vacation until completing 90 days of employment.

Employees with at least 90 days of service whose employment is terminated through resignation, separation, reduction in force or retirement will be paid for all vacation hours accrued but not used.

Employees who voluntarily terminate their employment without providing two weeks' notice forfeit the payment of their current unused vacation time.

## **Plan for annual shut down:**

RAE Corporation will schedule a plant shut down between the Christmas and New Year's Day Holidays. Hourly employees should plan to be unscheduled during the plant shut down, unless otherwise informed by management. RAE Corporation requires employees to continue to maintain payment for scheduled payroll deductions such as voluntary benefits

(including medical insurance), voluntary payroll deductions, loan payments, and garnishment orders even through the plant shut down. It will be the employees' responsibility to ensure that sufficient hours (at minimum 30 hours of vacation, paid time, or holiday time) are available to be paid out during the plant shutdown.

[Beginning in 2019, payments of earned and unused Holiday and PTO time will not be automatically paid out to employees who have less than 30 hours of available vacation time available as of Dec 1st. Instead of automated payout, unused Holiday and PTO time will be paid to the employee during plant shut down for employees who do not have at least 30 hours of vacation available to apply during shut down].

# PAID TIME OFF - 302



It is RAE Corporation's intent to treat employees as professional adults and to give employees the freedom needed to balance their responsibilities of both their work and home lives. It is the policy of this Company to provide Paid Time Off (PTO) as a benefit to full time employees. It is intended that this benefit will allow individuals to effectively manage absences from work, either due to illness, family needs or other personal business that cannot be conducted outside of normal working hours.

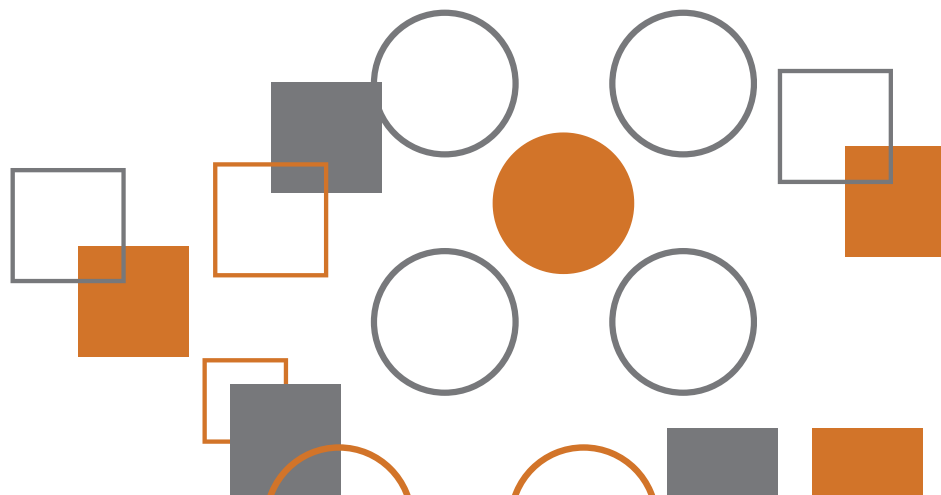
## **Eligibility:**

Full time regular Hourly employees are eligible to earn up to 50 hours of PTO annually.

Employees who have not yet completed 90 days of employment with RAE Corporation will earn PTO time but will not be able to request any time off with PTO until completing 90 days of employment.

## **Expectations:**

Hourly Employees accrue paid time off at the rate of .96 hours every week worked. Employees do not accrue any paid time off during any periods of illness or other absence from work.



# PAID TIME OFF - 302



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## **Eligibility:**

Full time regular Hourly employees are eligible to earn up to 50 hours of PTO annually.

Employees who have not yet completed 90 days of employment with RAE Corporation will earn PTO time but will not be able to request any time off with PTO until completing 90 days of employment.

## **Expectations:**

Hourly Employees accrue paid time off at the rate of .96 hours every week worked. Employees do not accrue any paid time off during any periods of illness or other absence from work.

Employees are not permitted to request PTO time in advance of earning it. The company may permit the employee to receive PTO payment in advance of earning the time in the following circumstance:

- 1) Employee has been absent for 3 days or more,
- 2) Employee presents doctor's note verifying illness,
- 3) Employee has completed at least 90 days of employment,
- 4) Employee is not on medical leave of absence  
(including short term disability and workers compensation leave)
- 5) Employee agrees to repay the advanced wages if terminated prior to accruing the PTO leave, and
- 6) Supervisor has approved the advanced payment of PTO.



# PAID TIME OFF - 302



PTO time will be used by the employee anytime the employee is unable to work his/her scheduled shift including both full and partial days of absence.

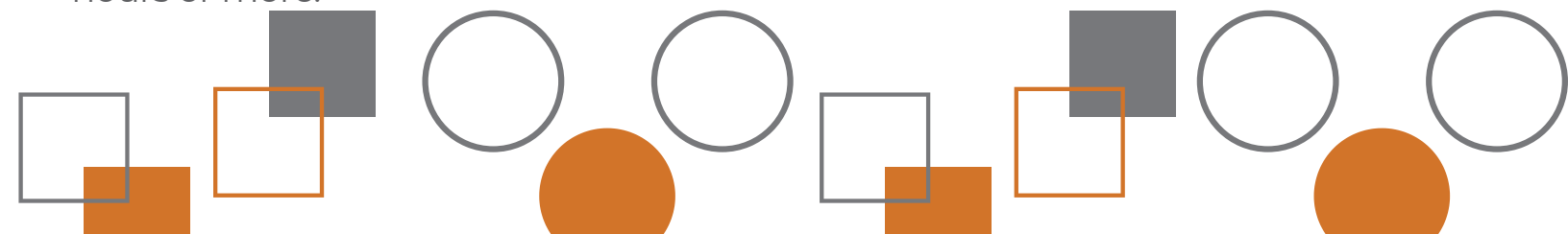
Employees are expected to communicate in advance when scheduling an absence or notify their supervisor before the start of the work day when an unscheduled absence occurs. (PTO will not be paid for any occurrence of No Call/No Show). Employees requesting PTO to leave early MUST speak directly with Supervisor or Lead before leaving facility if their request has not been approved yet.

Employees understand that due to staffing needs, not all requests for time off can be honored. Advance requests are still subject to supervisor approval and will be honored on a first come basis.

At the end of the year, any unused PTO will carry over to the next year unless the employee requests that it be paid out. The amount of PTO carried over from one year to the next will be limited to a maximum of 100 hours. Any hours in excess of this will be paid out at the end of the year.

In the event of termination, an employee will receive earned and unused PTO time on the final check. The company may not pay earned and unused PTO time on final check to employees who abandon their position without notice or fail to provide a two week notice prior to termination.

An employee may exchange PTO time for equivalent wages (payout in lieu of time off) if the remaining balance of PTO time available after the PTO payout is fifty hours or more.



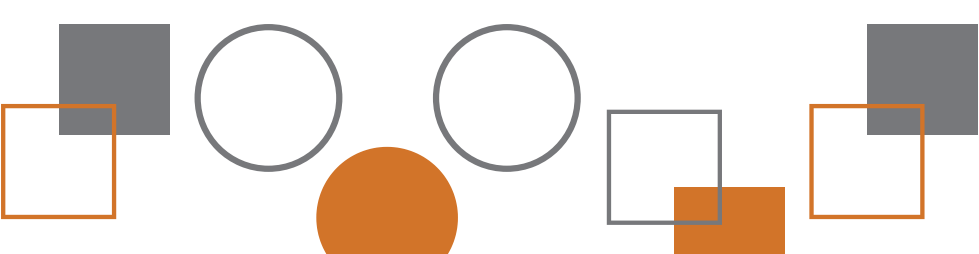
## PAID TIME OFF - 302



During specified times throughout the year, production levels will vary. As such, RAE Corporation may choose to relax the requirement that employees must use PTO time for absences from work. Supervisors will communicate current workload to their departments and the Timekeeper any periods when PTO is not required for time off from work.

Employees are not required to use their PTO time for absences due to lack of work, absences when a doctor's note is provided, Workers Comp or absences covered by other paid leave such as vacation, bereavement or short term disability.

If an eligible employee is unable to meet the expectations outlined in this policy, RAE Corporation reserves the right to revoke Personal Leave for a temporary period of time. Further, if gross abuse of Personal Leave is observed, disciplinary action may be taken, and this may include termination of employment.



# SHORT TERM DISABILITY - 303



## Policy:

Short-term disability is a full time employee benefit program designed to provide income while an employee is unable to work because of illness or an accident unrelated to employment activities.

## Comments:

1. This program is provided by the Company at no charge to the employee. Eligible employees include all employees who have completed one (1) year of employment and are classified as full time employees.

2. These benefits apply only when the employee is not covered by any other form of compensation or salary continuance.

3. Short term disability does not begin until all paid time off accrued has been applied or the 4th day of the illness.

4. An employee will be paid 50% of regular rate (based on a 40 hour work week). Partial weekly benefits will be prorated and computed at 50% of regular rate.

5. Maximum benefit period is limited to three (3) weeks with the following exceptions:

- Pregnancy/Maternity Leave - six (6) weeks maximum
- Surgery requiring hospitalizations - eight (8) weeks maximum
- Cancer or cardiac related illness including the possible requirement of surgery – twelve (12) weeks maximum

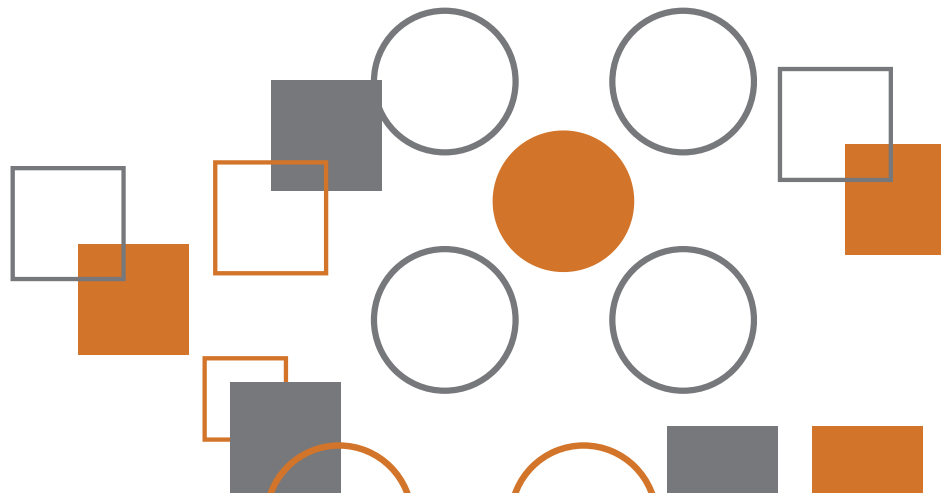
6.

# SHORT TERM DISABILITY - 303



6. Short-term disability can be used once per illness or ongoing problem.
7. Benefits may be reduced if total disability is established and awarded to the employee. Medical or doctor's note or certification is required to receive short-term disability.
8. Upon returning to work the employee must provide a written release that states what limitations or restrictions the employee has and what accommodations (if any) need to be made so the employee can complete required job duties.
9. The maximum benefit period does not restrict how long an employee can be off; it defines the amount of pay an employee may receive during an extended illness.

1 The pregnancy benefit of 6 weeks may be extended to a maximum of 8 weeks paid benefit when the employee provides medical documentation confirming the necessity of a Cesarean section and the inability to return to regular work duties at the end of the standard 6 week maternity leave.



# JURY DUTY - 304



## **Policy:**

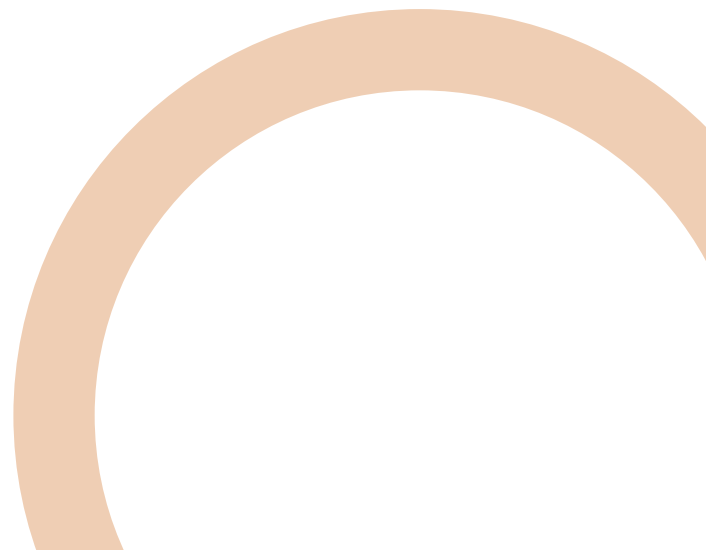
It is the policy of the Company to cooperate with local, state, and federal courts in allowing employees to serve on juries and as witnesses. The Company reserves the right to request that an employee be excused from his or her jury responsibilities when the anticipated time away would substantially interfere with the efficient operations of the department.

## **Procedures:**

When an employee receives a summons to serve as a juror, the employee will submit a copy of the summons to the supervisor for approval. Approved requests and summons must be sent to Payroll.

When the jury duty leave cannot be granted, the request will be forwarded to Human Resources who will prepare a letter to the courts requesting the time obligation be delayed due to business needs.

Employees must notify their immediate supervisor each day they are scheduled to report for jury duty. The employee must obtain a statement from an officer of the court confirming each day he or she reported for jury duty. That statement should be turned in to the immediate supervisor.



# JURY DUTY - 304



## **Compensation:**

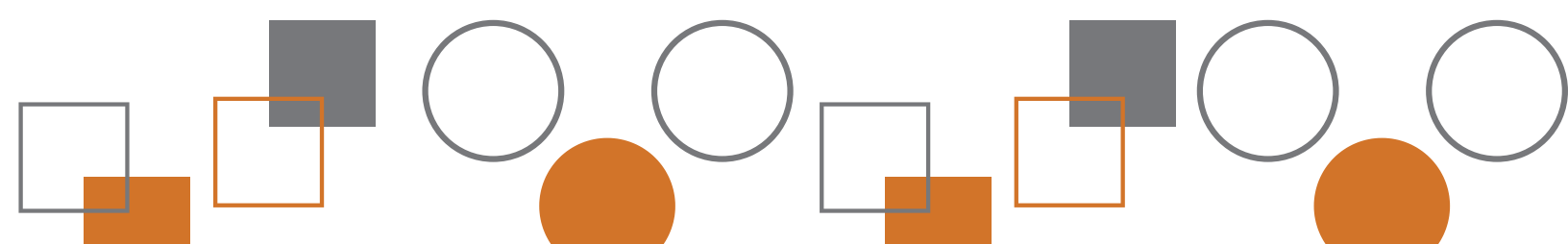
It is the policy of the Company to pay the employee his standard rate of pay for hours served for jury duty. Jury duty pay is only available for the maximum number of hours an employee is scheduled to work each day. Overtime rates do not apply for hours served for jury duty.

Employees are required to reimburse the Company for the daily jury duty pay rate by turning in the signed jury duty check to Payroll. If Payroll has not received payment thirty (30) days after the end of the jury duty, a deduction will be made in the employee's paycheck.

For a specific trial, the Company will pay jury duty leave up to a maximum of two (2) weeks.

## **Additional information:**

This policy does not apply when the employee appears in court as a defendant or when legal actions are initiated by the employee for any reason.



# WORKER'S COMPENSATION - 305



## Policy:

It is the policy of the Company to provide Worker's Compensation Insurance to full time employees. Worker's Compensation Insurance will pay costs of medical treatment for injuries that occur on the job and will provide wages in the event of lost time due to such injuries.

Workers' Compensation Costs are a significant portion of RAE Corporation's payroll and benefits budget. Controlling the costs associated with worker's compensation and lost time due to work place injuries are a shared responsibility of the employee and employer.

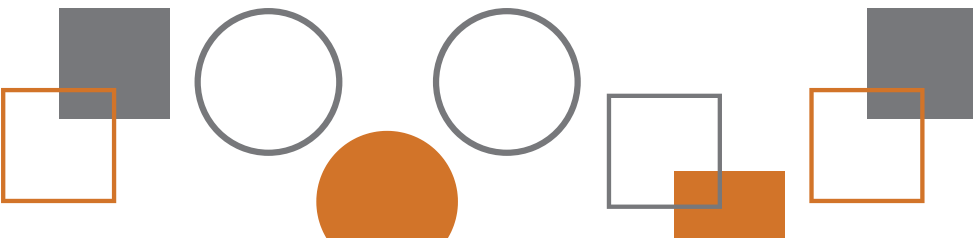
## Responsibilities of the Employee

- Follow all work rules and safe work practices
- Complete safety training as required
- Immediately report any work related injury or illness to the Lead, Supervisor, or EHS Manager
- Follow any work restrictions prescribed by treating physician

## Comments:

1. The employee will be paid at the regular rate of pay for a full day on the initial Worker's Compensation injury if the employee returns to work same day or if the treating physician instructs employee to not return to work for remainder of day.

2. An employee will be paid at the regular rate of pay for the time missed from work for a follow up doctor's appointment as follows:



## **First Shift Employees/Weekend Shift Employees**

Employee works at least four (4) hours of the scheduled shift.

Employee will be paid at regular rate of pay and overtime rates will not apply.

Employee must provide note verifying attendance at the scheduled medical appointment, and the note must include time of check in and time of check out.

Employee will be paid for the time spent at the medical office and for time spent driving to and from the medical office up to an amount equivalent to hours missed from shift.

Appointments scheduled before 9 am do not require employee to clock in at RAE before going to appointment.

Appointments scheduled after 2:30 pm do not require employee to come back to RAE to clock out.

Any appointments scheduled between the hours of 9 am and 2:30 pm require the employee to both start the day at RAE (clock in) and end the day at RAE (clock off), and the employee will only be allowed off for the time required to get to and from the appointment (20 minutes max to and from for local visits, and 1 hour max to and from for Tulsa appointments).

## **Second Shift Employees**

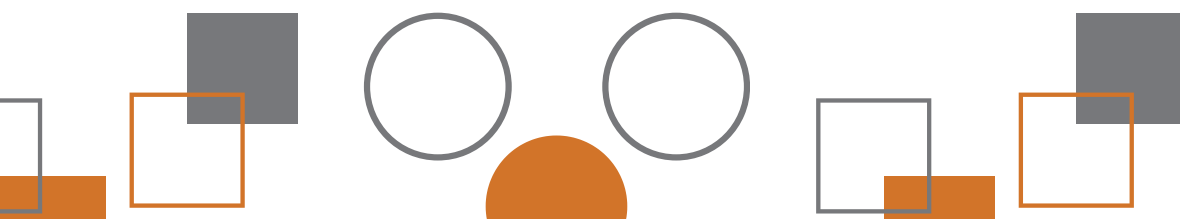
Employee works at least four (4) hours of the scheduled shift.

Employee will be paid at regular rate of pay and overtime rates will not apply.

Employee must provide note verifying attendance at the scheduled doctor's appointment, and the note must include time of check in and time of check out.

Employee will be paid for the time spent at the medical office and for time spent driving to and from the medical office up to an amount equivalent to hours missed from shift.

Employee may request a schedule adjustment to start work late or leave work early up to 2 hours on the day of the scheduled appointment.





# WORKER'S COMPENSATION - 305



3. The Company is committed to providing transitional work (also known as light duty), when possible, for employees who have been restricted by a physician due to a work related injury. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating physician.

4. While on transitional (light) duty, employees will continue to receive their regular rate of pay.

5. Employees who have been injured on the job will be required to furnish written updates of their medical condition to the EHS Manager or Human Resources from the treating physician after each visit until released back to full duty.

6. Employees who decline transitional (light) duty in order to return to work from a leave of absence due to a Worker's Compensation injury will be considered to have resigned and will be terminated. If employees are eligible for Family and Medical Leave because of the employee's personal health condition, they will have their Worker's compensation benefits terminated if they refuse light duty for which the employee is qualified.

7. Any employee who fails to return to work after being released by an approved physician will be considered to have resigned and will be terminated.

8. Being placed on transitional (light) duty does not excuse an employee from following Company policy and rules.



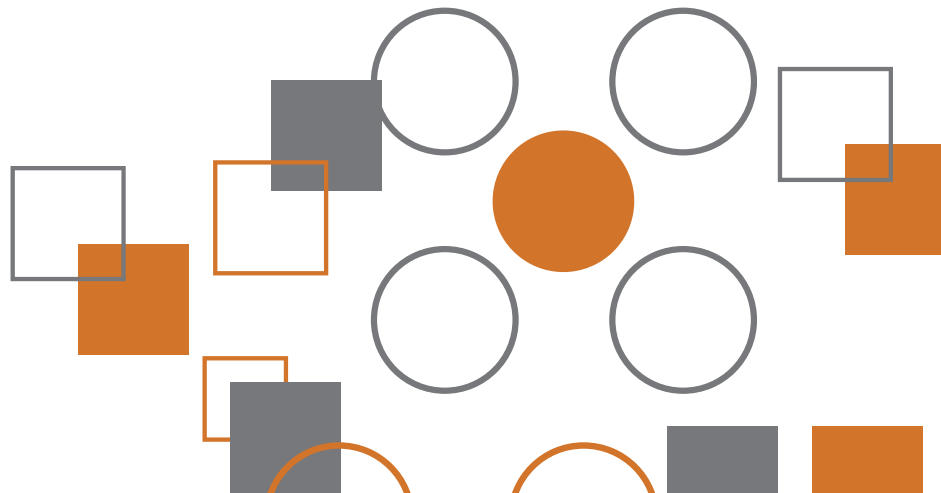
9. Employees who are receiving worker's compensation benefit wages while unable to work due to a work related injury will not be paid any wages from RAE Corporation until they have returned to work. This includes earned and unused vacation, holiday or PTO.

10. Any claim for an injury or illness caused by an employee's willful misconduct, alcohol or drug usage, or that occurs during the employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company will not be compensable.

## **Disciplinary Action**

Failure to follow work rules or safe work practices, failure to receive required safety training, or failure to report injuries before the end of shift will result in disciplinary action up to and including termination.

Failure to get proper authorization to go to a health care provider for an on-the-job injury will result in one day's suspension. Failure to obtain treatment authorization for a work related injury may also jeopardize your right to receive worker's compensation benefits. A second occurrence may result in discipline, up to and including termination of employment.



# EMPLOYEE SAFETY - 401



## Policy

It is the policy of RAE Corporation to ensure a safe, healthful workplace for our employees. Injury and illness losses from work place accidents are costly and preventable. RAE Corporation has established a written Safety Program that involves all employees in the effort to eliminate workplace hazards.

This policy is a general statement of RAE Corporation's position on Safety and is not a substitute for detailed safety rules and procedures which are provided in our written safety programs. **RAE Corporation has a written Safety Program available to all employees. The written Safety Program can be viewed in the Safety Department or on the RAE SharePoint website.**

**Role of Management:** Management is accountable for preventing workplace incidents, injuries and illnesses. Management is committed to the success of safety program initiatives. Management will consider employee suggestions for achieving a safer, healthier workplace. Management will keep informed about workplace safety and health hazards, and it will oversee the effectiveness of our Safety Program and revise programs as needed to ensure effectiveness.

**Supervision:** Supervisors and Leads will receive safety training and are held responsible for ensuring that the people under their supervision follow Company policy, adhere to the Company's Safety Programs, and comply with the occupational safety and health standards issued under the OSH Act.

Supervisors and Leads are responsible for supervising and training workers in safe work practices. Supervisors and Leads shall work to eliminate hazardous conditions, lead safety efforts by example, and administer discipline for employees not following safety rules or safety programs. Supervisors and Leads will immediately report accidents and near miss events to Safety Department for investigation.

# EMPLOYEE SAFETY - 401



**Safety Team:** The Safety Team is a committee made up of management and employee representatives who are responsible for recommending safety and health improvements in the workplace.

**Employees:** All employees are expected to participate in safety and health program activities including the following: training, reporting hazards, reporting unsafe work practices, reporting accidents immediately to their supervisors, wearing required personal protective equipment, participating in and supporting safety committee activities, and adhering to the Safety Programs of RAE Corporation.

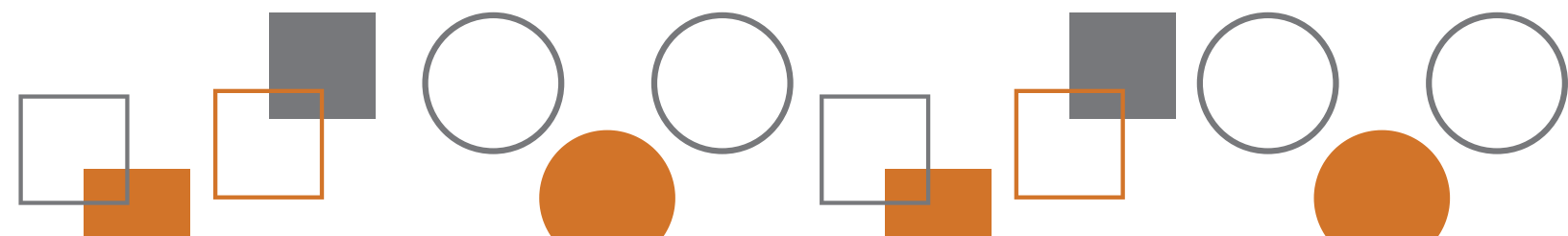
Employees are expected to comply with all safety and health requirements whether established by management or by Federal, State and/or local law.

Employees will receive job specific safety training upon orientation.

## **Fires and Other Emergencies**

The facility where you are assigned has an Emergency Procedures and Evacuation plan to follow in the event of fire or other disaster. Maps indicating evacuation routes and shelter locations are posted in common areas throughout facility. All employees are expected to familiarize themselves with the location of emergency exits, shelter locations, fire extinguishers, eye wash stations and first aid kits located in their work location.

The Company has designated staff trained in first aid in each building. Lists of these First Responders are posted near First Aid Kits.



# EMPLOYEE SAFETY - 401



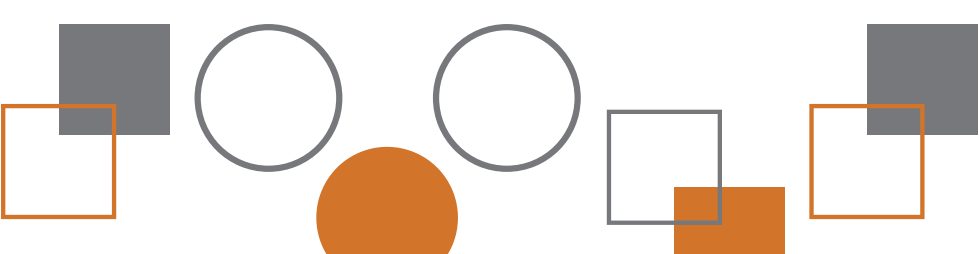
## On-the-Job Injuries/Illnesses

Any job-related injury or illness, regardless of severity, must be reported immediately to your Lead or Supervisor for prompt evaluation and medical attention if needed.

## General Safety Rules

Our employees perform a wide range of functions in various locations. Although some safety rules apply only to specific positions, all employees are expected to comply with the rules in this policy:

- Report unsafe conditions to your Lead or Supervisor.
- Only operate equipment and machinery that you have been trained and authorized to use.
- Employees shall not remove, damage, or bypass safety mechanisms that have been installed to prevent injury including guards, railings, locks, alarms, etc.
- All employees must wear the proper protection equipment as designated for their work area. This may include eye, hand, hearing protection or other personal protective equipment (PPE).
- Do not use any equipment, vehicles or powered machinery when overly tired, nauseated, feverish or under the influence of any substance that may affect your judgment.
- Keep your work area neat, tidy and free of trip hazard.
- Use mechanical devices or request assistance when lifting heavy loads.
- Wear seat belts and refrain from mobile phone use when operating any company or rented vehicle or driving your own personal vehicle while on company business.
- Keep aisles and exits clear and unobstructed; do not let cords, hoses or materials obstruct walkways, aisles or stairwells.



# EMPLOYEE SAFETY - 401



- Do not block emergency equipment including fire extinguishers, eye wash stations, first aid kits, emergency shut off valves and switches.
- Do not block electrical panels.
- Clean up all spills immediately.
- Securely fasten long hair (longer than 4") when operating machinery or working with open flames.

## Security

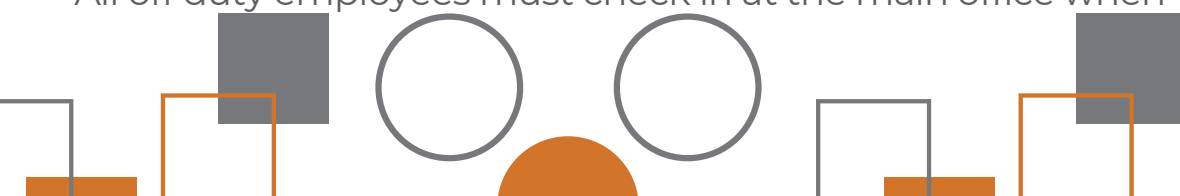
As a vital part of our security system, A RAE Corporation identification badge with your name, photo and department will be issued to you on your first day of employment. The ID badge is also your electronic key to enter secure buildings, access the RAE Learning HUB, and other secured areas as needed. Everyone is required to wear an ID badge in plain view while on the RAE Corporation property.

If your identification badge is lost or stolen, you must obtain a replacement. Lost or stolen cards should be reported to Human Resources, as soon as possible. Failure to wear your ID badge or excessive loss or damage to cards can lead to disciplinary action.

Upon termination, employees will be required to return ID badges to Human Resources as part of the Exit Interview.

All visitors must check in upon arrival using the SINE PRO kiosks located in the Main Office and Human Resources/Accounting Lobby. Visitors must be accompanied by a RAE Corporation host.

All off duty employees must check in at the main office when visiting off shift.



# EMPLOYEE SAFETY - 401



## **Contractors and Temporary Staff**

Contractors and temporary staff will be issued a photo ID badge. Access to additional secured areas will be addressed on a case by case basis. Contractors and Temporary ID badges must be worn in plain view at all times while on the RAE Corporation property.

Temporary and contractor staffs are required to return ID badges to Director of First Impressions at the main office on the last day of the assignment.

## **Personal Protective Equipment (PPE)**

A hazard assessment has been conducted for each occupation and appropriate personal protective equipment (PPE) has been assigned according to the hazard exposure for each job. PPE requirements may include safety glasses, gloves, earplugs, face shield, respirator or other protective clothing. RAE Corporation will provide required PPE at no cost to you, and you will be responsible for the maintenance of issued PPE.

Safety glasses must be worn by all employees and visitors in all manufacturing and test areas. Safety eyewear must meet ANSI Z87 standard. Employees who are engaged in work activities outside of these designated areas are still required to wear safety glasses when risk of eye injury exists. Additionally, side protection is required while performing work that creates risk of eye hazard (such as grinding, drilling, hammering, cutting metals, sawing, painting, sanding, welding, brazing/soldering or chemical/electrical exposure).

Regular prescription glasses worn by the employee shall comply with the safety grade lens of ANSI Z87. Safety prescription glasses may be payroll deducted if purchased through an approved vendor through RAE Corporation. RAE Corporation will contribute \$50 towards the purchase of safety prescription glasses per year.

# EMPLOYEE SAFETY - 401



Employees are not required to purchase safety grade prescription eyewear and may opt to wear Over the Glass (OTG) safety eyewear instead, which will be provided at no cost to the employee.

Ear plugs, canal caps or ear muffs must be worn by employees working in designated areas where risk of hearing loss is present (See Hearing Program in RAE Corporation's Written Safety Programs on RAEpoint for list of at risk locations). Hearing protection is available through vending machines located in Final Assembly and Coil Shop.

Leather tennis shoes or boots are required footwear in all areas except in the offices.

Hourly employees will wear work appropriate shoes in the manufacturing and test areas. Work shoes will be leather, will enclose the foot entirely, provide comfort and durability, and adequately protect the foot from puncture by metal shard and hot slag.

Steel-toed or composite-toe shoes are recommended attire for hourly employees. **The Company will pay a portion toward the purchase of safety boots or shoes and will permit payroll deduction for the remaining balance for purchase of safety shoes with a minimum weekly payment of \$10.** \$75 will be paid by the company for approved shoes purchased from Mid America Outfitters or The Gelco Boot Truck. \$50 will be paid for approved shoes purchased at other locations. The employee is responsible for supplying receipt of purchase. The employee is limited to (1) one pair for a 12-month period.

Cut resistant gloves must be worn by all employees when handling sheetmetal.

Gloves and long sleeves are required during hot work such as welding, brazing and soldering.





# EMPLOYEE SAFETY - 401



Leather shoe covers are required during hot work such as welding, brazing and soldering if employee has any skin showing on ankle.

## **Dress Code**

To prevent burns and cuts to skin, employees will wear long pants and shirts with sleeves (t-shirt length) while working in all areas except in offices.

Shorts, tank tops, leggings, yoga pants, skirts, dresses, athletic pants, sweatpants, capris, and clothing with holes may not be worn while working in the manufacturing, testing, shipping or receiving areas.

Employees accessing the Final Assembly breakroom via the main office may do so by exiting the Final Assembly access door, they must stay in the walking lane at all times. Employees are permitted to use this walking lane as long as they are wearing close-toe and close-heel shoes as well as safety glasses. Any employees venturing outside the walking path must follow RAE Corporations full PPE policy.

## **Forklift Operations**

Only trained and authorized employees who have been issued a forklift license may operate a forklift at RAE Corporation. A list of authorized forklift operators is available on RAEpoint.

All forklift drivers must wear seatbelts and refrain from mobile phone use during forklift operations.

Forklift operators are responsible for daily forklift inspections.

Pedestrians have the right of way and will not walk behind or into the path of a moving forklift without making the operator aware of their presence before proceeding. Pedestrians will never walk under the elevated load of a forklift.

# EMPLOYEE SAFETY - 401



The use of headphones or earbuds while operating a forklift is strictly prohibited. If you must answer a radio call, pull over and put the forklift in park before responding. It is the preference of the company that forklift operators be contacted by use of company issued radios, however, if a cellphone must be used to reach the employee, the employee still must pull over and place the forklift into park before answering any calls.

## **Scooter Operations**

Scooters are provided for transportation between buildings only. Scooter must be dismounted before entering any building, if you must bring your scooter inside, it needs to be walked. Scooters are not permitted, under any circumstances, between the Coil Shop and Sheet Metal Shop buildings.

Failure to follow safety measures while riding scooters can result in disciplinary action.

## **Overhead Doors**

Overhead doors are for forklift use ONLY unless specified below. All employees, visitors, vendors, contractors, etc must use man doors to enter and exit buildings.

Exceptions to the overhead door policy are below:

- The overhead doors to the Coil Shop may be used to push coils out on carts but may not be used for pedestrian traffic.
- The overhead door located in the receiving dept may be passed through by authorized personnel of the stockroom only.
- If a company event is taking place, cones will need to be set up at both sides of an overhead door to indicate that the door is not in use. During these events only, employees may pass through the overhead doors.



# EMPLOYEE SAFETY - 401



## **Illness in the Workplace**

In an effort to reduce the spread of illness in the workplace, RAE Corporation expects employees with illness symptoms to remain home and utilize one of their available time off policies to cover their absence. Managers and Supervisors can use discretion to send employees home if they witness symptoms while at work.

If an employee tests positive for Covid or the Flu, the employee must remain home until their symptoms are significantly reduced and they are fever free.

## **Safety Data Sheets (SDS)**

The company will keep Safety Data Sheets (SDS) on all hazardous substances and materials on its premises. Employees may access the SDS sheets through computer terminals in the work area. The SDS Library is located on Safety Site on RAEpoint.

SDS sheets must be obtained and made available to exposed employees for every chemical brought onto the premises.

## **Improper Health and Safety Practices**

All employees are expected to abide by safe work practices and adhere to general safety rules to ensure their safety as well as the safety of coworkers. Failure to comply with RAE Corporation's Safety Program will result in disciplinary action up to and including termination on the first offense.

Infractions of company health and safety practices will be dealt with in accordance with the Company's Safety Disciplinary Policy and will be based on the following factors:

- Severity of the infraction.
- Whether the infraction endangered only the employee or coworkers.
- Whether the infraction was a first or repeat violation.

# EMPLOYEE SAFETY - 401



## **Safety Disciplinary Policy**

Any employee who is witnessed performing an unsafe act or violating company safety rules will be subject to immediate disciplinary action under a progressive disciplinary policy. Each step in the disciplinary policy will be documented on RAEPoint and remain active for 180 days.

## **Procedures:**

### **First offense**

Verbal warning from the employee's lead, supervisor, Safety Manager, or member of the management team. Verbal warnings will be documented, and the employee will be counseled on proper and safe work practices.

### **Second offense**

A second safety violation within 180 days will result in a written warning, increased counseling, and additional safety training.

### **Third offense**

If that employee is witnessed violating company safety rules or engaging in the same unsafe act or behavior that resulted in more than one verbal warning within 180 days of the last offense, a performance improvement plan will be issued. An employee who receives a performance improvement plan will immediately enter a 90 day probationary period, and thereby be ineligible for wage increases, performance bonuses, and safety incentives.

### **Fourth offense**

If the employee is witnessed violating company safety rules or engaging in the same unsafe act or behavior that resulted in a performance improvement plan within 180 days of last offense, a second performance improvement plan will be issued, and that employee will lose one dollar per hour in wages and enter another 90 day probationary period.

# EMPLOYEE SAFETY - 401



## Fifth offense

If the employee is witnessed violating company safety rules or engaging in the same unsafe act or behavior that resulted in a performance improvement plan within 180 days of last offense, a final performance improvement plan will be issued, and that employee will lose two dollars per hour in wages and enter another 90 day probationary period.

## Termination

If after progressing through the recommended disciplinary steps above, the employee is witnessed violating company safety rules or engaging in the same unsafe act or behavior within 180 days of last offense, the employee will be terminated.

The progressive disciplinary steps outlined in this policy do not alter the “at will” nature of the employer/employee relationship. The Company retains the right to terminate the employment relationship with employees at its sole discretion, irrespective of the above-referenced disciplinary guidelines.

Certain unsafe acts or behaviors may be so serious and threatening to the employees and the Company that progressive disciplinary steps are not appropriate and more severe discipline will be issued up to and including termination at first offense.

Examples of such acts include, and are not limited to: operating a forklift without a license, operating machinery without authorization or training, failure to adhere to lockout/tagout, bypassing a machine guard, and horseplay that could result in death or serious injury.



# TOBACCO USE - 403



## Policy

It is the policy of RAE Corporation to prohibit tobacco use, including the smoking, chewing, or snuffing of tobacco or tobacco-related products on all company premises in order to provide and maintain a safe and healthy work environment for all employees.

## Scope

The Tobacco Free Workplace policy applies to:

- All RAE Corporation employees and temporary employees
- All visitors (customers and vendors) to company premises.
- All contractors and consultants and/or their employees working on company premises.
- All temporary employees.
- All student interns.

Employees will not be permitted to use e-cigarette devices during working hours or on company property.

Smoking and/or the use of tobacco is not permitted in RAE Corporation buildings, yards or parking lots.

Smoking inside any building, within 20 feet of any building or within 20 feet of areas containing flammable materials is prohibited.

Trespassing onto neighboring facilities to use tobacco is prohibited.



# TOBACCO USE - 403



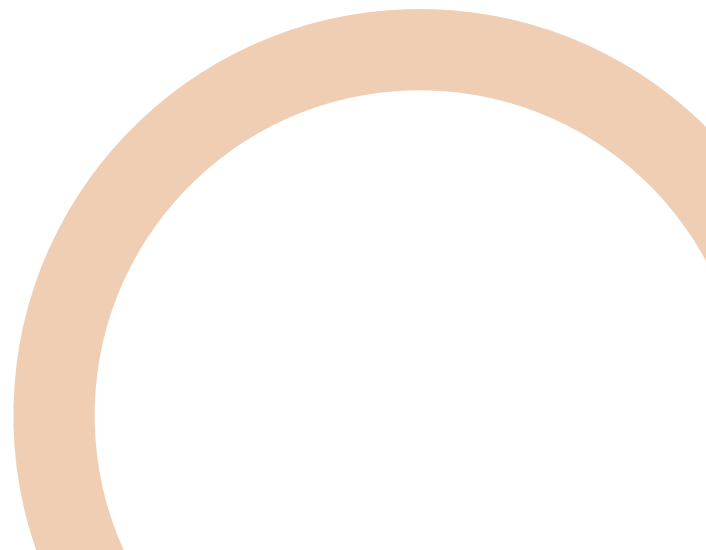
Loitering along public property such as roads and railroads to use tobacco is prohibited.

Tobacco users are prohibited from creating hazard to their coworkers or to the property of RAE Corporation by smoking in grassy areas on or near RAE Corporation property, thereby creating risk of fire.

## **Exceptions Provided:**

Use of tobacco products and e-cigarette devices is not permitted in parking lots except when the employee is confined to his/her vehicle and only during designated breaks.

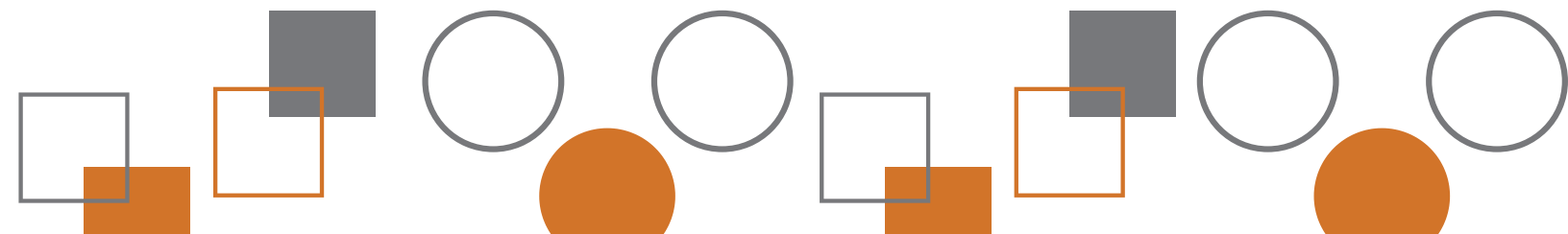
Smoking receptacles will not be provided, and tobacco waste products including tobacco spit and cigarette butts are to remain in the employee's vehicle.



## **Policy:**

To safeguard the property of our employees, our customers, and the Company, and to help prevent the possession, sale, and use of illegal drugs on RAE's premises, in keeping with the spirit and intent of RAE's drug-free workplace policy, RAE reserves the right to question employees and all other persons entering and leaving our premises and to inspect and search any packages, parcels, purses, handbags, briefcases, lunchboxes, clothing, vehicles, or any other possessions or articles carried to and from RAE's property. RAE's premises and property include not only our building, but also our grounds and parking lot. In addition, RAE reserves the right to search any employee's office, desk, files, locker, toolboxes, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of RAE, and are issued for the use of employees only during their employment with RAE. Inspections may be conducted at any time at the discretion of RAE Corporation

In conjunction with the implementing of this policy, RAE has posted notices in conspicuous places throughout our facilities informing all employees, prospective employees, customers, visitors, and all other persons of RAE's policy and right to question individuals and conduct inspections.





Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on, entering or leaving the premises who refuse to cooperate in an inspection will be subject to disciplinary action up to and including termination if upon investigation they are found to be in violation of RAE's security procedures or any other RAE rules and regulations.

All RAE Corporation premises and all individuals on those premises will be subject to surveillance, monitoring, recording, and/or oversight. Premises subject to this surveillance include, but are not limited to, the plant, office areas, work areas, parking lots, and grounds. Surveillance may be electronic, recorded, or personally conducted. The surveillance may be announced or unannounced and with or without notice or warning of any type. While on RAE's premises, individuals should have no expectations of privacy.



# WEAPON FREE WORKPLACE - 410



## **Policy:**

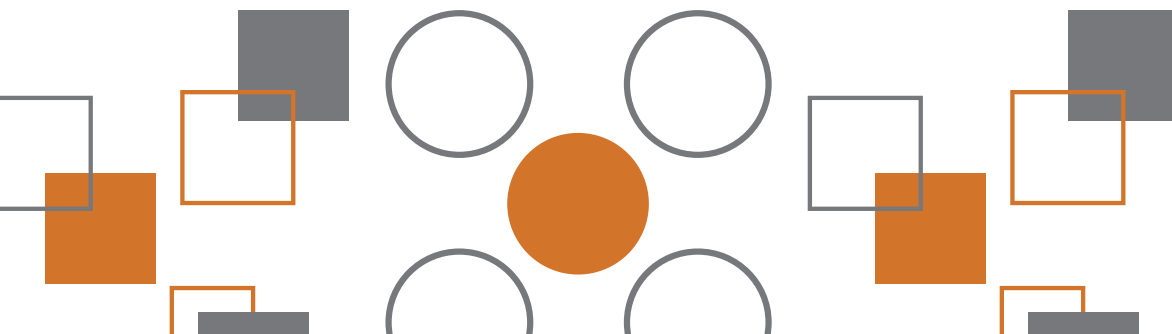
All employees are prohibited from carrying or possessing a handgun, ammunition, or other weapon while on Company premises, while operating Company vehicles, or while acting in the course of Company business.

## **Comments:**

Under no circumstances are the following items permitted on Company property, (this includes Company vehicles) including parking area: all types of firearms; switchblade knives and knives with a blade longer than four inches; dangerous chemicals, explosives including blasting caps, chains, weapons, and other objects carried for the purpose of injuring or intimidating.

Locked vehicles are exempt from the policy provided the vehicle owner is otherwise legally permitted to carry a firearm.

**A violation of this policy may be grounds for immediate termination of employment.**



## **Objective**

RAE Corporation is committed to preventing workplace violence and to maintaining a safe work environment. RAE Corporation has adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite or offsite during work-related activities.

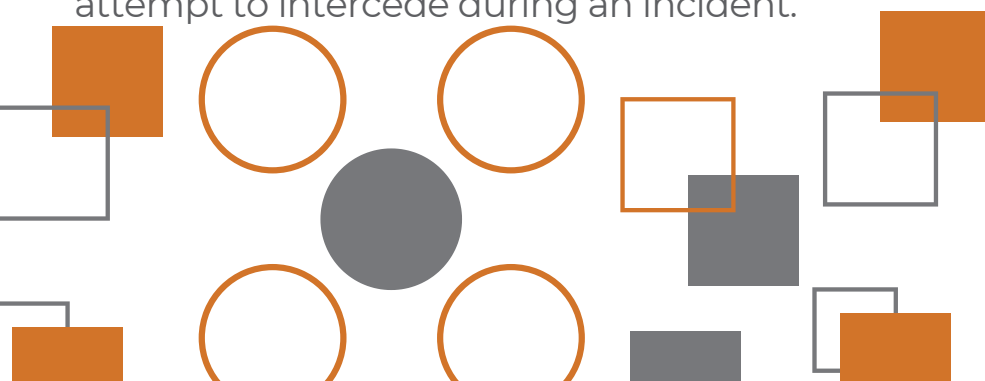
## **Scope of Policy**

All full- and part-time, active employees are covered under this policy.

## **Prohibited Conduct**

All employees, customers, vendors and business associates should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay” or other conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. RAE Corporation resources may not be used to threaten, stalk or harass anyone at or outside the workplace. RAE Corporation treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, human resources (HR), or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.



Employees should promptly inform the HR department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. RAE Corporation will not retaliate against employees making good-faith reports. RAE Corporation is committed to supporting victims of intimate partner violence by providing referrals to the company's employee assistance program and community resources and providing time off for reasons related to intimate partner violence.

## **Investigations and Enforcement**

RAE Corporation will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. RAE Corporation will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, RAE Corporation may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

RAE Corporation encourages employees to bring their disputes to the attention of their supervisors or the HR department before the situation escalates. RAE Corporation will not discipline employees for raising such concerns.



# HOLIDAYS - 501



## **Policy:**

It is the policy of the Company to observe holidays each year as may be determined by management. The Company currently recognizes seven (7) holidays.

- |                      |                                   |
|----------------------|-----------------------------------|
| (1) New Year's Day   | (5) Thanksgiving Day              |
| (2) Memorial Day     | (6) Friday following Thanksgiving |
| (3) Independence Day | (7) Christmas Day                 |
| (4) Labor Day        |                                   |

## **Eligibility:**

Only full-time employees are eligible for the holiday pay.

Employees who have not yet completed 90 days of employment with RAE Corporation do not earn holidays during their orientation period and may request paid time for observed holidays.

## **Expectations:**

To receive holiday pay, an otherwise eligible employee must be at work performing services on behalf of the Company on the scheduled workdays immediately preceding and immediately following the day on which the holiday is observed. If the employee has vacation scheduled on the day before and/or after a holiday, the employee must work the last day scheduled before the vacation day(s) and the first day scheduled after the vacation day(s).

Employees must work a minimum of 75% of their scheduled shift on the day immediately preceding and immediately following a holiday will still receive their holiday pay.

To receive payment for earned holiday, employees must submit a Request for Check form to the Accounting Department no later than the Monday morning (8 am) following the observed holiday.

# HOLIDAYS - 501



Unused holiday pay will be paid out in lump sum in December to all eligible full time employees.

A holiday that occurs on a Saturday or Sunday may be observed on either the preceding Friday or the following Monday.

For the employees that work 12-hour shifts, holiday pay equals 10 hours at straight time.

An employee will still earn paid holiday when scheduled off for lack of work on a day before or after a holiday.

An employee will still earn paid holiday when off work due to bereavement leave on a day before or after a holiday.

Employees with at least 90 days of service whose employment is terminated through resignation, separation, reduction in force or retirement will be paid for all holiday hours earned but not used.

Employees who voluntarily terminate their employment without providing two weeks' notice forfeit the payment of their current unused holiday time.

For employees on the Weekend Shift, holidays that occur on a Sunday, Friday or Saturday will be observed so that employees will be scheduled off to celebrate the holiday and will earn the holiday hours. When a holiday occurs on a Monday, Tuesday, Wednesday or Thursday, then the shift will be unaffected by the holiday schedule, and employees will still earn the holiday hours.<sup>1</sup>

<sup>1</sup> This projected holiday schedule for the Weekend Shift is subject to change based on customer demand and shop load. If deviations from this projected holiday schedule occur, this change will be communicated to the affected shift by the Department Head in advance.

# BEREAVEMENT - 503

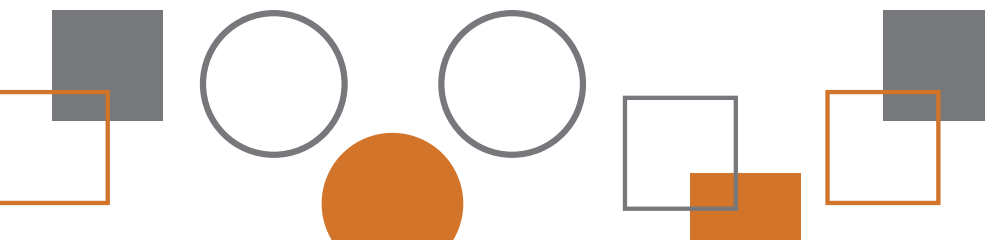


## **Policy:**

It is the policy of the Company to grant time off to full-time employees to attend the funeral of a deceased immediate family relative.

## **Comments:**

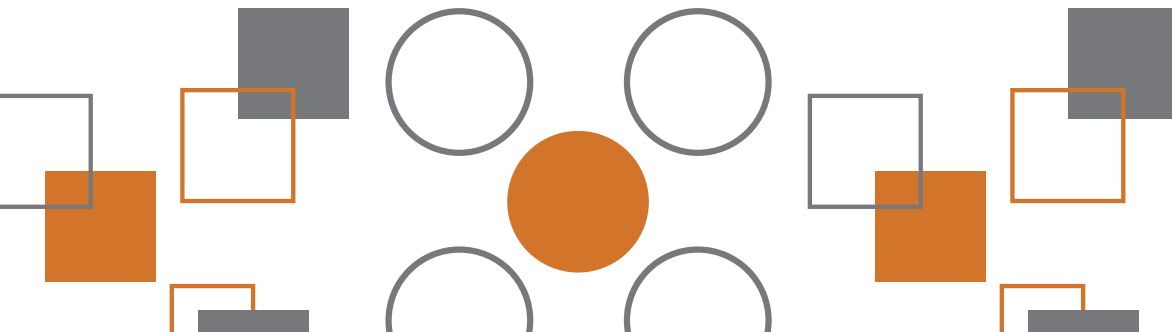
1. An immediate family relative includes: grandparent, grandchild, brother, sister, aunt, uncle, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, or sister-in-law of the employee.
2. A full-time employee will receive 30 hours of paid bereavement and will be granted time off up to 3 days because of the death of an immediate family member.
3. A full-time employee may be granted paid time off to a maximum of two work weeks because of the death of a spouse or child.
4. A full-time employee may be granted paid time off to a maximum of one work week because of the death of a parent.
5. A full-time employee may be granted paid time off to a maximum of one work week due to a miscarriage.
6. Bereavement will be paid at regular hourly rate.



# BEREAVEMENT - 503



7. Upon notice of the death of an employee's immediate family member, the supervisor will forward to the Timekeeper the name of the employee's family member, relationship to the employee, date and location of funeral services.
8. Employees are required to turn in proof of death, funeral services, medical treatment, etc
9. An employee could be granted unpaid time off to attend the funeral of an individual not named above, upon the approval of the employee's supervisor.





# INSURANCE PAYMENTS - 504



## **Policy:**

All full-time employees are charged for a portion of their Health Insurance every month. When an employee is to be off work, for any reason, for an extended period of time, arrangements must be made for payment of Health Insurance. If arrangements are not made and payments are not received, Health Insurance benefits will be terminated.

## **Eligibility:**

Employees will be eligible to participate in various employee benefits, including the Company Health and Dental Plans, after completing 30 days of continuous employment. Benefits will commence on the 1st day of the month following the completion of 30 days of continuous employment. Participation in the Company Health and/or Dental Plan is voluntary.

## **Changes:**

After initial enrollment, employees will be permitted to make changes to Health/Dental Plan once annually during Open Enrollment.

Mid-year changes to the Health/Dental Plan are not permissible except for an approved qualified change.





# Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 12-31-2026)

## PART A: General Information

Even if you are offered health coverage through your employment, you may have other coverage options through the Health Insurance Marketplace ("Marketplace"). To assist you as you evaluate options for you and your family, this notice provides some basic information about the Health Insurance Marketplace and health coverage offered through your employment.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options in your geographic area.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium and other out-of-pocket costs, but only if your employer does not offer coverage, or offers coverage that is not considered affordable for you and doesn't meet certain minimum value standards (discussed below). The savings that you're eligible for depends on your household income. You may also be eligible for a tax credit that lowers your costs.

### Does Employment-Based Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that is considered affordable for you and meets certain minimum value standards, you will not be eligible for a tax credit, or advance payment of the tax credit, for your Marketplace coverage and may wish to enroll in your employment-based health plan. However, you may be eligible for a tax credit, and advance payments of the credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that is considered affordable for you or meet minimum value standards. If your share of the premium cost of all plans offered to you through your employment is more than 9.12%<sup>1</sup> of your annual household income, or if the coverage through your employment does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit, and advance payment of the credit, if you do not enroll in the employment-based health coverage. For family members of the employee, coverage is considered affordable if the employee's cost of premiums for the lowest-cost plan that would cover all family members does not exceed 9.12% of the employee's household income.<sup>1,2</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered through your employment, then you may lose access to whatever the employer contributes to the employment-based coverage. Also, this employer contribution -as well as your employee contribution to employment-based coverage- is generally excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis. In addition, note that if the health coverage offered through your employment does not meet the affordability or minimum value standards, but you accept that coverage anyway, you will not be eligible for a tax credit. You should consider all of these factors in determining whether to purchase a health plan through the Marketplace.

<sup>1</sup> Indexed annually; see <https://www.irs.gov/pub/irs-drop/rp-22-34.pdf> for 2023.

<sup>2</sup> An employer-sponsored or other employment-based health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs. For purposes of eligibility for the premium tax credit, to meet the "minimum value standard," the health plan must also provide substantial coverage of both inpatient hospital services and physician services.

## When Can I Enroll in Health Insurance Coverage through the Marketplace?

You can enroll in a Marketplace health insurance plan during the annual Marketplace Open Enrollment Period. Open Enrollment varies by state but generally starts November 1 and continues through at least December 15.

Outside the annual Open Enrollment Period, you can sign up for health insurance if you qualify for a Special Enrollment Period. In general, you qualify for a Special Enrollment Period if you've had certain qualifying life events, such as getting married, having a baby, adopting a child, or losing eligibility for other health coverage. Depending on your Special Enrollment Period type, you may have 60 days before or 60 days following the qualifying life event to enroll in a Marketplace plan.

There is also a Marketplace Special Enrollment Period for individuals and their families who lose eligibility for Medicaid or Children's Health Insurance Program (CHIP) coverage on or after March 31, 2023, through July 31, 2024. Since the onset of the nationwide COVID-19 public health emergency, state Medicaid and CHIP agencies generally have not terminated the enrollment of any Medicaid or CHIP beneficiary who was enrolled on or after March 18, 2020, through March 31, 2023. As state Medicaid and CHIP agencies resume regular eligibility and enrollment practices, many individuals may no longer be eligible for Medicaid or CHIP coverage starting as early as March 31, 2023. The U.S. Department of Health and Human Services is offering a temporary Marketplace Special Enrollment period to allow these individuals to enroll in Marketplace coverage.

Marketplace-eligible individuals who live in states served by HealthCare.gov and either- submit a new application or update an existing application on HealthCare.gov between March 31, 2023 and July 31, 2024, and attest to a termination date of Medicaid or CHIP coverage within the same time period, are eligible for a 60-day Special Enrollment Period. **That means that if you lose Medicaid or CHIP coverage between March 31, 2023, and July 31, 2024, you may be able to enroll in Marketplace coverage within 60 days of when you lost Medicaid or CHIP coverage.** In addition, if you or your family members are enrolled in Medicaid or CHIP coverage, it is important to make sure that your contact information is up to date to make sure you get any information about changes to your eligibility. To learn more, visit HealthCare.gov or call the Marketplace Call Center at 1-800-318-2596. TTY users can call 1-855-889-4325.

## What about Alternatives to Marketplace Health Insurance Coverage?

If you or your family are eligible for coverage in an employment-based health plan (such as an employer-sponsored health plan), you or your family may also be eligible for a Special Enrollment Period to enroll in that health plan in certain circumstances, including if you or your dependents were enrolled in Medicaid or CHIP coverage and lost that coverage. Generally, you have 60 days after the loss of Medicaid or CHIP coverage to enroll in an employment-based health plan, but if you and your family lost eligibility for Medicaid or CHIP coverage between March 31, 2023 and July 10, 2023, you can request this special enrollment in the employment-based health plan through September 8, 2023. Confirm the deadline with your employer or your employment-based health plan.

Alternatively, you can enroll in Medicaid or CHIP coverage at any time by filling out an application through the Marketplace or applying directly through your state Medicaid agency. Visit <https://www.healthcare.gov/medicaid-chip/getting-medicaid-chip/> for more details.

## How Can I Get More Information?

For more information about your coverage offered through your employment, please check your health plan's summary plan description or contact

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The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](https://www.healthcare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name		4. Employer Identification Number (EIN)	
5. Employer address		6. Employer phone number	
7. City	8. State	9. ZIP code	
10. Who can we contact about employee health coverage at this job?			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees. Eligible employees are:

Some employees. Eligible employees are:

- With respect to dependents:

We do offer coverage. Eligible dependents are:

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**\*\*** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

**13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?**

**Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? \_\_\_\_\_ (mm/dd/yyyy) (Continue)

**No** (STOP and return this form to employee)

**14. Does the employer offer a health plan that meets the minimum value standard\*?**

Yes (Go to question 15)  No (STOP and return form to employee)

**15. For the lowest-cost plan that meets the minimum value standard\* offered only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$ \_\_\_\_\_  
b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

**16. What change will the employer make for the new plan year?** \_\_\_\_\_

Employer won't offer health coverage

Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.\* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much would the employee have to pay in premiums for this plan? \$ \_\_\_\_\_  
b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

\* An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

# CAFETERIA PLAN - 505



## **Policy:**

RAE Corporation offers to its full-time employees a Cafeteria Plan that allows participating employees to use pre-tax wages for approved, qualified expenses as defined in Section 125 of the Internal Revenue Code.

## **Comments:**

Employees who participate in a Cafeteria Plan increase their spendable income as the employee's pretax contributions are not subject to federal, state, or social security taxes.

RAE Corporation offers health insurance, group term life insurance, dental insurance, vision insurance, and cancer insurance to employees through a Cafeteria Plan.

RAE Corporation's Cafeteria Plan also includes the option for employees to participate in either a Flexible Spending Account (FSA) or Health Savings Account (HSA).

## **Flexible Spending Account (FSA)**

The FSA allows employees to elect tax exempt payroll deductions for out-of-pocket dependent care expenses, medical expenses otherwise not reimbursed, and other insurance expenses otherwise not covered by the Company.

Qualified employees may choose to enroll in a Dependent Care Account, which is an alternative to the Dependent Care Tax Credit and covers dependent and certain elder care expenses while you are at work. Typical expenses under this account include charges for day care, nursery school, and certain elder care (unless it is for medical care) for your legal dependents.



# CAFETERIA PLAN - 505



## **Health Savings Account (HSA)**

Employees who are enrolled in a high deductible health plan may participate in RAE Corporation's HSA.

Employees enrolled in the Health Savings Account may contribute pre-tax contributions into an individual HSA account to pay for future qualified medical expenses. Unlike the FSA, contributed HSA funds roll over and accumulate year to year if not spent.

HSA accounts are owned by the individual, not the company, and funds in the account remain in the employee's HSA even after employee is no longer employed by RAE Corporation.

Employees participating in the HSA may not participate in the FSA.

## **Eligibility:**

Employees will be eligible to participate in various employee benefits, including the Cafeteria Plan, after completing 30 days of continuous employment.

Benefits will commence on the 1st day of the month following the completion of 30 days of continuous employment.

Employees may choose to participate in any or none of the Cafeteria Plan Benefits offered.

# CAFETERIA PLAN - 505



## **Changes:**

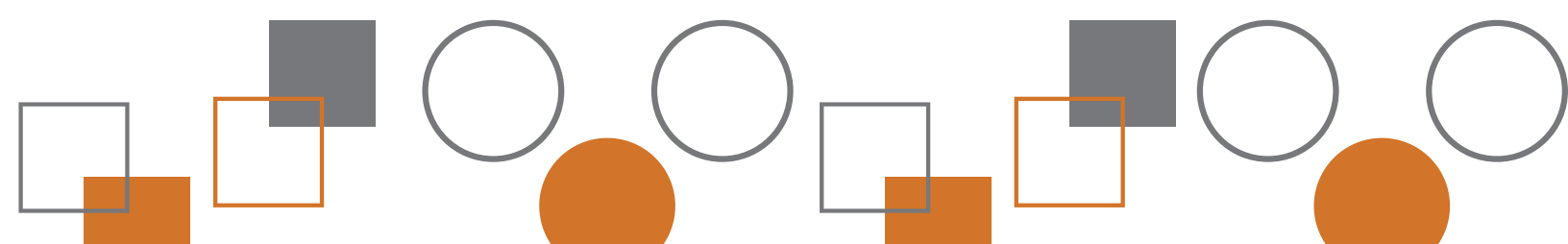
After initial enrollment, employees will be permitted to make changes to Cafeteria Plan elections once annually during Open Enrollment.

Mid-year changes to the 125D Plan election are not permissible except for an approved qualified change.

Qualified changes include marriage, divorce, death of a spouse or dependent, adoption, birth, loss of job, relocation or significant increase of insurance premiums.

Employees have only 30 days after a qualifying change to elect any enrollment changes.

**This plan is federally regulated and the Company must abide by any changes in the law no matter what is written in this policy.**





# 401K BENEFIT PROGRAM - 506



## **Policy:**

It is the policy of this Company to offer a voluntary retirement plan to all eligible employees.

The RAE Corporation 401(K) Plan is administered by the Trust Company of Oklahoma and allows employees to save for retirement by making pre-tax (401K) and/or post-tax (Roth) contributions from regular earnings into an individual 401(k) Plan.

## **Enrollment:**

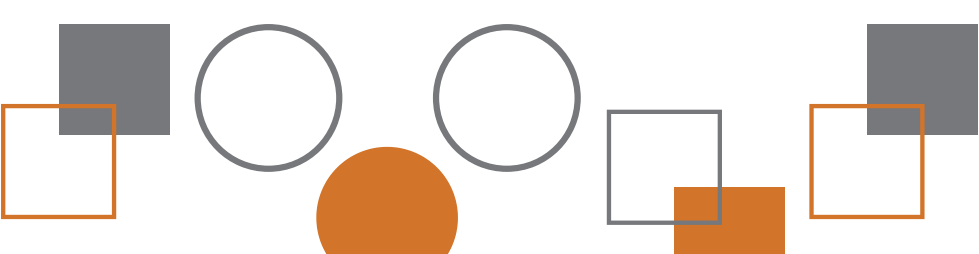
Eligible employees are automatically enrolled into the 401(k) plan at date of hire.

## **Employee Contribution:**

Employees may contribute 1% to 100% of wages each pay period up to the legal annual maximum imposed by the Internal Revenue Service.

Employees age 50 or over can contribute an additional amounts above the annual maximum. See IRS Catch Up Guidelines for current limits. [IRC Sections 402(g) and 414(v)]

Employees may elect to make traditional 401(k) pre-tax contributions, Roth after-tax contributions, or a combination of both.



# 401K BENEFIT PROGRAM - 506



## Employer Contribution:

Upon hire, RAE Corporation will begin matching 100% of the first 3% and 50% up to an additional 2% of employee contributions. The company contributions are as follows:

RAE Corporation 401(K)	
if you contribute	RAE will match
5% of regular earnings	4% of regular earnings
4% of regular earnings	3.5% of regular earnings
3% of regular earnings	3% of regular earnings
2% of regular earnings	2% of regular earnings
1% of regular earnings	1% of regular earnings

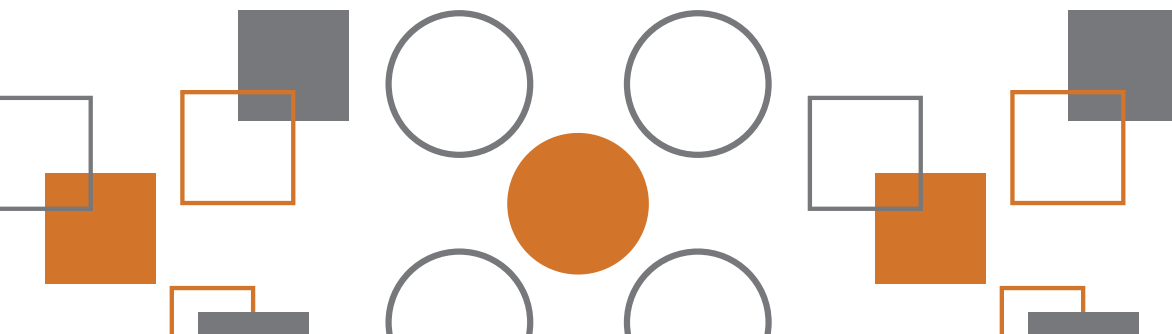
## Vesting Schedule:

All RAE Corporation employees are 100% vested beginning the first day of employment.

## Contribution Changes:

Upon hire employees are automatically enrolled into the 401(k) plan at 3% with a company match of 3%. It is the responsibility of the employee, to notify the 401k administrator to either decline benefits or increase contribution prior to issuance of first paycheck.

Employees are eligible to enroll or change contribution amounts at any time by contacting the benefit administrator.



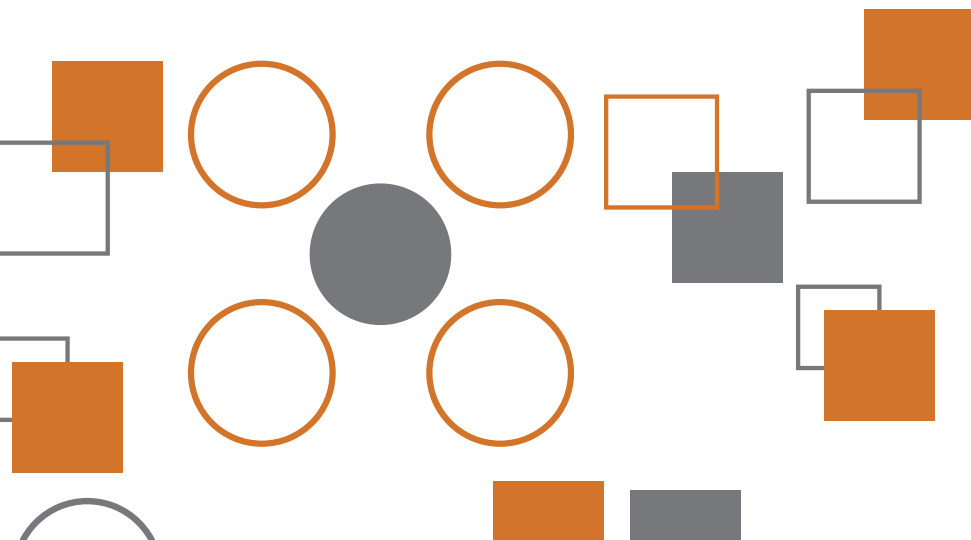
# 401K BENEFIT PROGRAM - 506



## Comments:

1. 401(k) is a retirement plan and should be used for that purpose.
2. Withdrawals from this plan may be made under certain circumstances, but they are subject to federal laws, penalties and taxes.
3. Employees returning from military leave will have their vested time and benefits accrued according to the Uniformed Services Employment & Re-employment Rights Act (USERRA)

**This plan is federally regulated and the Company must abide by any changes in the law no matter what is written in this policy.**



# SERVICE AWARDS - 507



## **Policy:**

It is the policy of the Company to give monetary awards to full-time employees who have completed a designated number of years with the Company.

## **The Service Awards are as follows:**

<b>\$500.00 after the 5th year</b>	<b>\$3,000.00 after the 30th year</b>
<b>\$1,000.00 after the 10th year</b>	<b>\$3,500.00 after the 35th year</b>
<b>\$1,500.00 after the 15th year</b>	<b>\$4,000.00 after the 40th year</b>
<b>\$2,000.00 after the 20th year</b>	<b>\$4,500.00 after the 45th year</b>
<b>\$2,500.00 after the 25th year</b>	

## **Eligibility:**

1. The Service Awards are payable to those employees who have completed the designated number of years of service, with the Company, before December 31st of the year of the awards ceremony.
2. Only current full-time employees are eligible for a Service Award.
3. In order to receive a Service Award, you must be a current employee on the day of the awards ceremony.

## **Expectations:**

1. Employees returning from military leave will have their vested time and benefits accrued according to the Uniformed Services Employment and Re-employment Rights Act (USERRA).
2. Rehired employees will have all full years of previous service counted and must be re-employed a full year before being eligible to receive a service award.

# VOLUNTARY UNIFORM SERVICE - 510



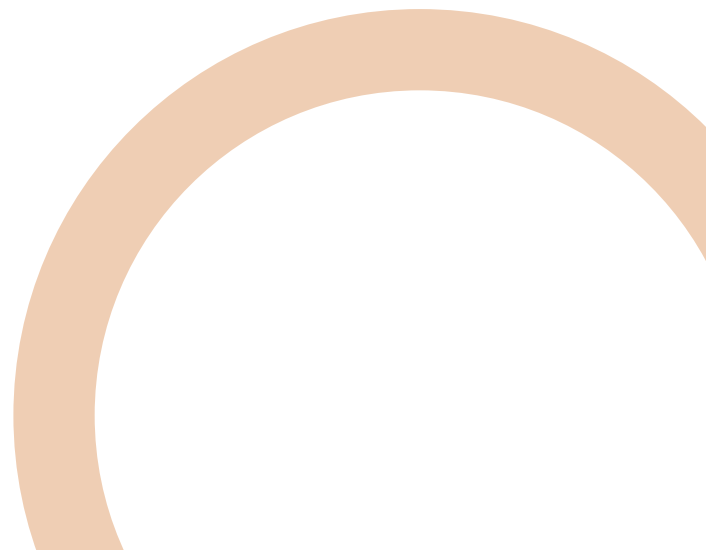
## **Policy**

As a benefit to our employees, RAE Corporation offers a voluntary uniform service. Employees who would like to rent uniforms and pay for launder service through the approved vendor may do so. Contact the Purchasing Department to schedule an appointment for uniform fitting.

## **Procedures**

RAE Corporation will allow employees to have payroll deductions made from their checks to pay for their voluntary uniform service under the following guidelines:

1. Participating employees must have been employed with RAE Corporation for at least 90 days.
2. Employees are required to sign a payroll deduction agreement with RAE Corporation prior to uniform fitting. This agreement allows RAE Corporation to deduct wages in exchange for uniform service, and it permits RAE Corporation to recover the cost of any lost/damaged pieces of uniform that are billed to the company on behalf of the employee.
3. Employees requesting uniform service agree to pay an initial deposit, weekly fees billed for uniform service, and applicable late fees.



# VOLUNTARY UNIFORM SERVICE - 510

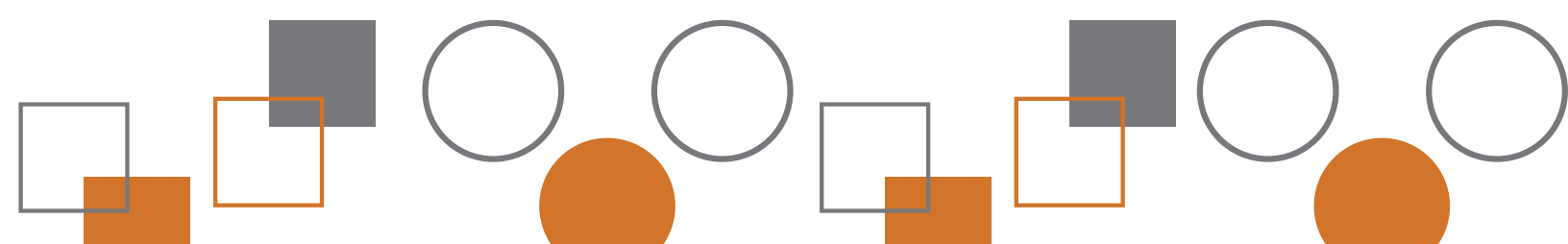


4. The uniforms are the property of the uniform service provider, and all uniform pieces issued to the employee are to be returned promptly to RAE Corporation in the event of termination of uniform service or employment.

5. Upon issue, company uniforms become the responsibility of the employee for maintenance and care. If uniform parts require replacement, the employee is required to return the old parts in exchange for the new parts.

6. RAE Corporation is not responsible for any billing discrepancies or service issues with the uniform service provider. Any issues or questions about uniform service should be directed to the uniform service delivery driver.

7. In the event of termination of employment, employees are required to return all issued uniforms as part of the exit process. If all issued uniforms are not returned, RAE Corporation will deduct the cost of the uniforms from the final paycheck due the employee.



# TRAVEL - 601



## I. Travel Expense Policy

### Overview

It is the policy of RAE Corporation to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken. Business travel policies are aligned with company reimbursement rules. All business-related travel paid with RAE Corporation funds must comply with this policy.

### Authorization and Responsibility

Activities that normally justify the reimbursement of travel expenses include calling on customers, prospects, suppliers, business meetings, conventions, seminars, and other selected educational functions related to the traveler's job. However, all staff must obtain approval from their direct supervisor before embarking on such travel on behalf of the Company.

Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Within two weeks of completion of a trip, the traveler must submit an expense report. An individual may not approve his or her own travel or reimbursement. A Travel Expense Report form must be submitted to the designated travel coordinator for review, signed by the supervisor, and submitted to the Accounting department.

The Controller or CFO are required to review expenditures and withhold reimbursement if there is reason to believe that the expenditures are inappropriate or extravagant.

# TRAVEL - 601



## Personal funds

Travelers should review reimbursement guidelines before spending personal funds for business travel to determine if such expenses are reimbursable. RAE Corporation reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures.

Travelers who use personal funds to facilitate travel arrangements will not be reimbursed until after the trip occurs and proper documentation is submitted.

## Vacation in conjunction with business travel

In cases in which vacation time is added to a business trip, any cost variance in airfare, car rental or lodging must be clearly identified on the Travel Request form. RAE Corporation will not prepay any personal expenses with the intention of being “repaid” at a later time, nor will any personal expenses be reimbursed.

## Exceptions

Occasionally it may be necessary for travelers to request exceptions to this travel policy. Requests for exceptions to the policy must be made in writing and approved by the Controller or CFO. Exceptions related to the Controller or CFO must be submitted to the CEO for approval. In most instances, the expected turnaround time for review and approval is ten business days.

## Travel Expenses/Procedures

### General information

Authorized business travel for staff that includes prepayments must be pre-approved.

Reimbursement of parking, mileage, gasoline in lieu of mileage and ferry or bus passes do not require requests if they are under \$10. Requests for reimbursement of expenses over \$10 are to be submitted on a Travel Expense Report Form.





# TRAVEL - 601



## **Permissible prepaid travel expenses**

Before the travel, RAE Corporation may issue prepayments for airfare, rail transportation, rental vehicles, conference registration fees, and cash advances. Applicable policies and methods of payment for these prepayments follow.

Common carrier transportation shall be utilized for trips of three hundred miles or more, provided suitable scheduling is available. For trips involving shorter distances, travelers are to use a Company car (See policy 602 and 603).

## **All travel arrangements for transportation and lodging should be made through the Company.**

**Airfare:** Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare will be booked by a designated travel coordinator.

Travelers are encouraged to book flights at least 30 days in advance to avoid premium airfare pricing.

Coach class or economy tickets must be purchased for domestic or international flights with flight time totaling less than five consecutive hours excluding layovers.

A less-than-first-class ticket (i.e., business class) may be purchased at RAE Corporation's discretion for domestic or international flights with flight time exceeding five consecutive hours excluding layovers.

**Rail transportation:** RAE Corporation will prepay rail transportation provided that the cost does not exceed the cost of the least expensive airfare.



# TRAVEL - 601



**Rental vehicles.** RAE Corporation will pay for approved use of a rental vehicle. See the section on reimbursements below in this section. Rental vehicles will be booked by a designated travel coordinator.

**Conference registration fees.** Conference registration fees can be prepaid with a credit card or check through the Accounting Department with a request for payment form. Business-related banquets or meals that are considered part of the conference can be paid with the registration fees; however, such meals must be deducted from the traveler's per diem allowance.

**Travel advances.** Cash advances are authorized for specific situations that might cause undue financial hardship for business travelers. These situations are limited to staff traveling on behalf of RAE Corporation.

Expenses associated with the travel must be reconciled and substantiated within two weeks of the return date. The traveler must repay RAE Corporation for any advances in excess of the approved reimbursable expenses within two weeks of the return date. Failure to return excess funds timely will result in disciplinary action, and the traveler will still be responsible for reimbursing RAE Corporation for excess travel advance.

Travel advances are processed by submitting a completed Request for Payment form and Travel Request form to Accounts Payable. Reimbursement for any remaining expenses is processed on a Travel Expense Report form.



## Corporate Credit Cards

RAE Corporation may have selected credit cards issued to those travelers who are required to travel extensively on business. These credit cards are to be used only for payment of transportation, meals, lodging, gasoline, and other legitimate business travel expense. All charges must be accounted for on Travel Expense Reports and approved by the supervisor and submitted to the Accounting Department. The credit cards are the property of RAE Corporation and may not be used for personal charges. All cards must be returned upon an traveler's termination of employment or upon a request by management.

## Reimbursements

Requests for reimbursements of travel-related expenses are submitted on a Travel Expense Report form. This form must be accompanied by supporting documentation. If the requested reimbursement exceeds 20 percent of the total pre-trip estimate, the Travel Reimbursement form must be signed by the executive director or the director of finance.

These forms must be submitted to the Accounting Department within two weeks after the trip is completed. Travel Expense Report forms not submitted within this time frame require exception approval from the Controller or CFO.

Reimbursement of travel expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts where required. Reimbursements that may be paid by RAE Corporation are shown below.

**Airfare.** If the airfare was not prepaid, an original itemized airline receipt, an e-ticket receipt/statement or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

**Rail transportation.** If rail transportation was not prepaid by the business office, an original itemized receipt, original e-ticket receipt/statement or Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

**Automobile (personally owned—domestic travel).**

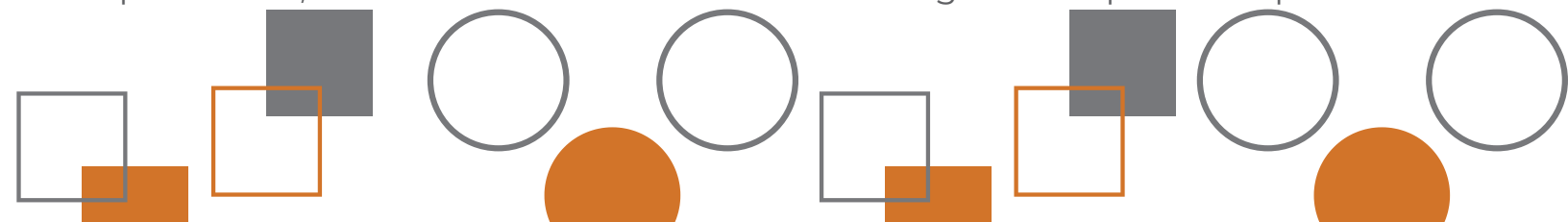
Reimbursement for travel using a personal vehicle is discouraged and authorized only when a company owned vehicle is unavailable.

A valid driver's license issued within the United States and personal automobile insurance are required for expenses to be reimbursed. Drivers should be aware of the extent of coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Reimbursement for use of a personal automobile is based on the RAE Corporation mileage rate.

**Automobile (rental—domestic travel).** Reimbursement for a commercial rental vehicle as a primary mode of transportation is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible. Vehicle rental at a destination city is reimbursable. Original receipts are required.

RAE Corporation authorizes reimbursement for the most economical vehicle available. In certain circumstances, larger vehicles may be rented, with supervisory approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required.



# TRAVEL - 601



When vehicle rentals are necessary, RAE Corporation encourages travelers to purchase collision damage waiver (CDW) and loss damage waiver (LDW) coverage. RAE Corporation will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied.

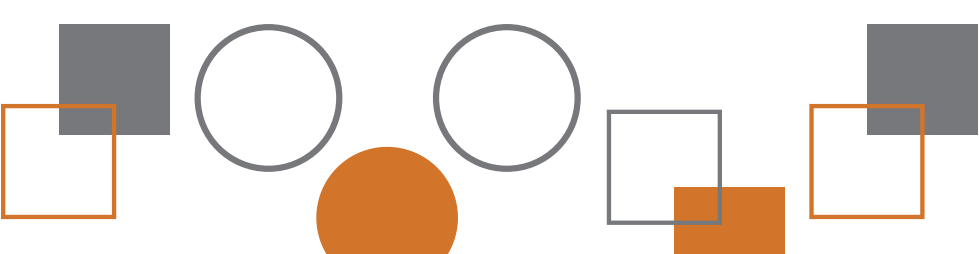
Drivers should be aware of the extent of coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Parking fees, tolls and other incidental costs associated with the vehicle use are not covered by the rental agreement.

When driving on Company business, staff shall not drive for more than 8 hours without rest.

Travelers are expected to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

**Conference registration fees.** If the conference fee was not prepaid, RAE Corporation will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a canceled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement.



# TRAVEL - 601



A prorated amount for the meals provided must be deducted from the traveler's per diem. See Meals (per diem) for more detail. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed.

Registration fees paid directly by an individual will not be reimbursed until the conference is completed.

**Lodging (commercial).** The cost of overnight lodging (room rate and tax only) will be reimbursed to the traveler if the authorized travel is 45 miles or more from the traveler's home or primary worksite. Exceptions to this restriction may be approved in writing by the Controller or CFO.

Lodging accommodations will be booked by a designated travel coordinator. RAE Corporation will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate.

Only single-room rates are authorized for payment or reimbursement unless the second party is representing the agency in an authorized capacity. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included.

**Meals (per diem).** Per diem allowances are reimbursable for in-state overnight travel that is 45 miles or more from the traveler's home or primary worksite.

Per diem allowances are applicable for all out-of-state travel that is 45 miles or more from the traveler's home or primary worksite.



# TRAVEL - 601



RAE Corporation per diem rates are based on the U.S. General Services Administration Guidelines, which vary by city location. In addition to meals these rates include incidental expenses such as laundry, dry cleaning and service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited in this policy, will not be reimbursed.

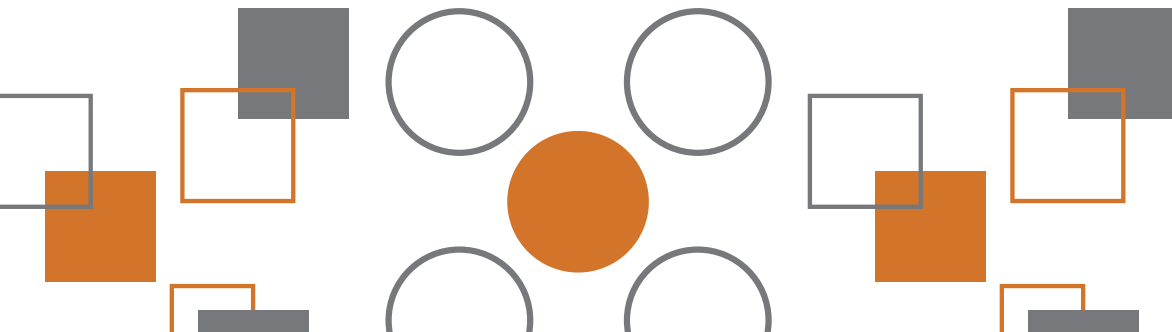
Per diem reimbursements are based on departure and return times over the entire 24-hour day and are prorated accordingly.

If a free meal is served on the plane, included in a conference registration fee, built in to the standard, single hotel room rate or replaced by a legitimate business meal, the per diem allowance for that meal may not be claimed.

Receipts are not required for per diem allowances. Per diem allowances are reimbursed after the trip is completed.

**Business meals.** Travelers are required to follow RAE Corporation expenditure policies when requesting reimbursement for business meals. Original itemized receipts are required.

**Business expenses.** Business expenses, including faxes, photocopies, Internet charges, data ports and business telephone calls incurred while on travel status, can be reimbursed. Original itemized receipts are required.



# TRAVEL - 601



Safety gear and clothing required for a trip will be provided by RAE Corporation at no cost to the traveler when authorization is obtained from the supervisor in advance and items are required for the travel. Most required gear and clothing is available at RAE Corporation and can be checked out through the supervisor. Items that are not available at RAE Corporation and must be purchased can be reimbursed up to 100% if authorized by the supervisor, required for the job, and proof of purchase is submitted.

It is the responsibility of the traveler to arrive at the worksite with required safety gear and clothing requirements to complete the job. It is the responsibility of the supervisor to communicate with the traveling travelers the requirements of the job and to ensure they have access to safety gear and clothing required. In the event that the traveler arrives to the job site without required safety gear and equipment after being informed of the requirements of the job, then the Company will not fully reimburse the cost of gear and equipment purchased in the field rather than before departure from plant. Travelers may request a partial reimbursement, no greater than 50%, for safety gear and clothing purchased during travel at the discretion of the supervisor and upon approval of the Controller or CFO.

All purchases for safety gear and clothing for travel must be included on the Travel Expense Report form and submitted for review by the supervisor, designated travel coordinator and the Accounting Department.

**Parking.** Original receipts are required for parking fees (including airport parking) totaling \$25 or more. The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

**Telephone calls.** The costs of personal telephone calls are the responsibility of the individual.





# TRAVEL - 601



**Tolls.** Original receipts are required for tolls totaling \$25 or more.

**Miscellaneous transportation.** Original receipts are required for taxi, bus, subway, metro, ferry and other modes of transportation if costs are \$25 or more for each occurrence.

**Visa, passport fees and immunizations.** If these items are required for international travel, their reimbursement is left to the discretion of your supervisor. If approved by the designated authority, original itemized receipts are required.

## **Non-reimbursable Travel Expenses**

The following items that may be associated with business travel will not be reimbursed by RAE Corporation:

- Airline club memberships.
- Airline upgrades.
- Business class for domestic flights or first class for all flights.
- Child care, babysitting, house-sitting, or pet-sitting/kennel charges.
- Commuting between home and the primary work location.
- Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- Evening or formal wear expenses.
- Haircuts and personal grooming.
- Laundry and dry cleaning.
- Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment.
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs.
- Travel accident insurance premiums or purchase of additional travel insurance.
- Other expenses not directly related to the business travel.



Any personal charges to RAE Corporation on corporate credit cards, lodging bills, transportation bills, or any other accounts in the Company name are the traveler's personal financial obligation. Unauthorized personal expenses are not allowed and may subject the traveler to discipline, up to and including termination.

## **Travel for Non-Employees**

Additional costs for travel, lodging, meal or other travel expenses for spouses or other family members will not be reimbursed unless the individual has a bona fide company purpose for engaging in the travel or attending the event. Such travel is generally limited to senior management and should occur infrequently.

## **II. Travel Pay Policy**

It is the policy of the Company to ensure that non-exempt employees are properly compensated for all hours worked, including compensable travel time. Non-exempt employees are entitled to have compensable travel time counted as hours worked. These hours worked must also be credited toward overtime.

### **Procedures**

"Compensable travel time" is generally defined as time during which the employee is subject to the direction or control of the Company. Compensable travel time will be paid at the employee's regular hourly rate.

For convenience, the Company has classified travel into four general categories:

- (1) Commuting to and from work
- (2) Travel during a normal working day
- (3) Same-day travel to another city or community
- (4) Overnight travel to another city or community

## **Commuting to and from work**

In most cases, a commute to and from work is not compensable travel time, regardless of whether the traveler reports to the same location, or to a different location or job site, with the following exceptions:

*If the traveler is required to perform work during the commute, such as picking up supplies or otherwise performing activities in the interest of the Company, the commute is part of the working day and shall be compensable travel time.*

## **Travel during a normal working day**

Travel undertaken during a normal working day, including travel to other job locations and travel required to obtain supplies, is compensable travel time.

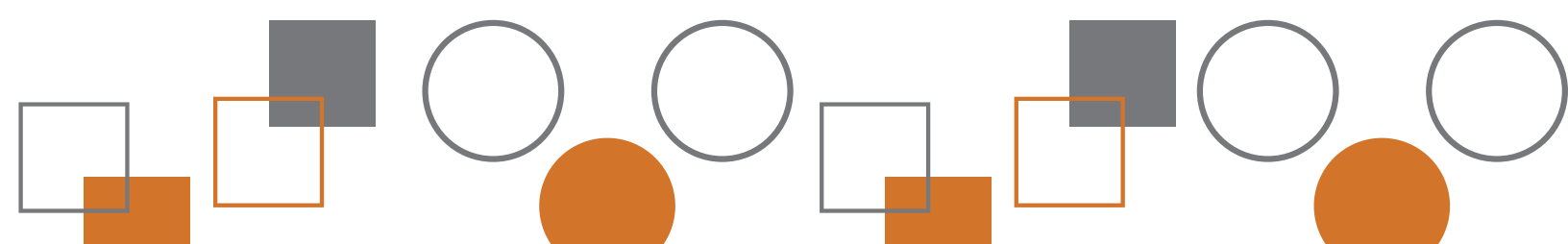
## **Same-day travel to another city or community**

Time spent traveling to another city or community, in which the traveler departs and returns on the same day, will be counted as working time, except as follows:

*Time spent traveling to an airport or other terminal in the same community, where the distance to the terminal is not substantially longer than a normal commute, is not compensable travel time.*

*However, if the airport or terminal is in another community, travel time to the terminal is compensable travel time.*

*Further, time spent waiting for a flight, bus, or similar form of transportation, including delays, shall be counted as hours worked.*



# TRAVEL - 601



## **Overnight travel to another city or community**

Time spent traveling to another city or community, in which the traveler returns after spending one or more nights at the destination, shall be counted as working time, except as follows:

*Time spent traveling to an airport or other terminal in the same community, where the distance to the terminal is not substantially longer than a normal commute, is not compensable travel time.*

*However, if the airport or terminal is in another community, travel time to the terminal is compensable travel time. Further, time spent waiting for a flight, bus, or similar form of transportation, including delays, shall be counted as hours worked.*

*Once the traveler arrives at a hotel or other “home away from home,” the traveler is no longer under the direction or control of the Company. Time spent commuting between the hotel or other accommodation and the work location shall be considered a normal commute that is not compensable.*

*If the traveler arrives at the destination city or community and reports directly to a work location, the travel time shall be considered travel during a normal working day, and shall be counted as hours worked.*

## **Reporting travel time**

Travelers are responsible for accurately tracking and reporting compensable travel time at the end of each working day to supervisor authorizing travel and Accounting in accordance with this policy.



# TRAVEL - 601



Regular meal periods should not be counted as hours worked.

Travelers traveling on behalf of RAE Corporation will be paid for actual hours worked plus any compensable travel time regardless of their regular work day shift. Actual hours worked and compensable travel time are considered for overtime and double time rates when time worked for week exceeds 40 hours.

## **Call Offs/Work Delays during Travel**

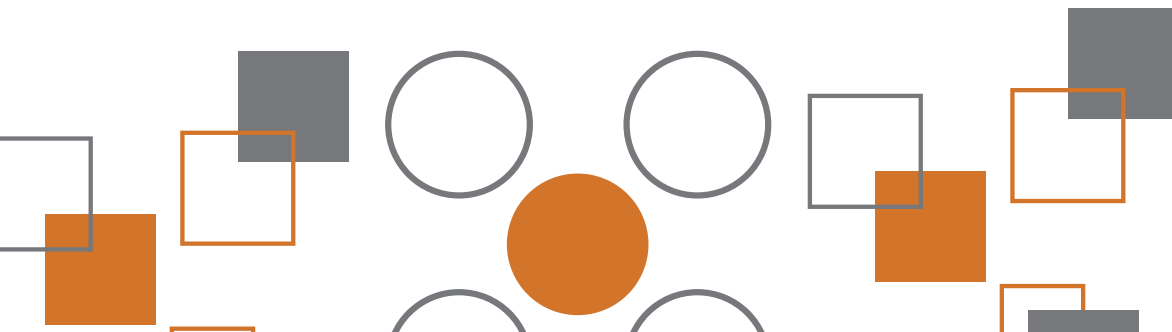
For occasions when travelers are unable to perform work at the job site due to circumstances outside of their control (customer direction, weather, availability of parts, etc.) and are released from work site by the supervisor who authorized the travel until work is available. RAE Corporation will follow the below compensation schedule:

For dates of travel that coincide on a regularly scheduled work shift, then the traveler will be compensated at the regular rate of pay for the number of hours regularly scheduled, plus per diem. Overtime and double time rates will not apply.

For dates of travel that occur on a regularly scheduled day off, then the traveler will be compensated at the regular rate of pay for 4 hours, plus per diem. Overtime and double time rates will not apply.

## **Additional Information**

Although required travel time undertaken at the Company's direction is treated as work hours, voluntary travel undertaken at the travelers own option for his or her sole convenience is not compensable travel time.



# TRAVEL - 601

## III. Travel Expectations and Supervision Policy



Employees traveling on behalf of RAE Corporation must report to the job site at the start time established by the department supervisor authorizing travel (referred to as the Site Supervisor) regardless of the regular work shift of the employee. Failure to arrive on time to the job site is considered a tardy arrival.

Failure to report to the job site as scheduled by the Site Supervisor will be considered an absence, regardless of regular work shift of employee. The absence will follow attendance criteria established in Policy 701, so long as the traveling employee communicates the absence to the Site Supervisor no later than 9 am. Failure to report to the worksite when assigned a trip, whether voluntarily or involuntarily, and unless circumstances were unavoidable (sickness, weather, family emergency, etc.) will result in disciplinary action up to and including termination on the first offense.

Employees traveling on behalf of RAE Corporation must report all tardy arrivals, absences, injuries, safety deficiencies to the Site Supervisor who will be the responsible authority for all safety and employment-related concerns for the duration of travel.

Absolutely no children permitted on work travel trips without prior authorization from department manager AND executive. No children on worksites, no exceptions.

Individuals traveling on behalf of RAE Corporation must be able to:

- 1. Work independently, communicate respectfully, timely, and effectively with customers/vendors/coworkers on job site and Site Supervisor,*
- 2. Follow safety & environmental rules (whichever are more stringent RAE Corporation or the job site),*
- 3. Exercise good judgement and act in the best interest of RAE Corporation at all times.*

Those who are not able to do so will have travel privileges revoked and may also be at risk for more serious disciplinary action or poor performance ratings.

# COMPANY CAR - 602

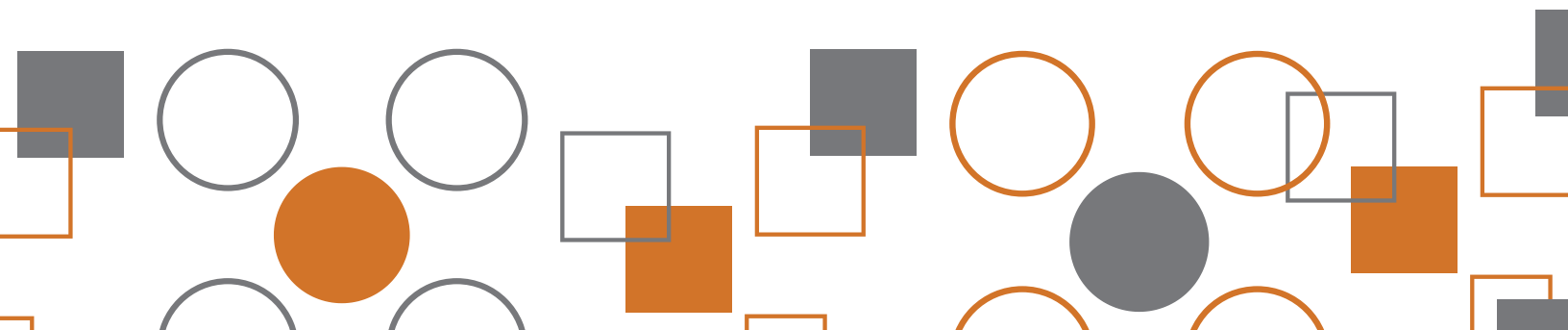


## **POLICY:**

It is the policy of this Company that all Company business trips that exceed twenty-five (25) miles require the use of Company vehicles when available.

## **COMMENTS:**

1. All employees driving Company vehicles have to pass the driving standards, Policy 603, before they can drive a Company vehicle. The RAE Corporation's insurance Company keeps a list of pre-approved drivers.
2. Employees needing a company vehicle for a business trip should request a company vehicle for use and provide adequate notice.
3. If a company vehicle is not available for a business trip, the employee should record personal mileage and request reimbursement.
4. The Company assumes no liability or responsibility for fines due to missed toll road charges and for tickets issued against the employee for traffic violations.
5. State law requires the wearing of seatbelts in all vehicles.
6. All employees are forbidden from using cell phones, PDA'S, or any other electronic devices (by calling, texting, emailing, internet surfing, etc) while driving Company vehicles, rented vehicles, or any other vehicle used during Company-related business unless using hands-free devices.



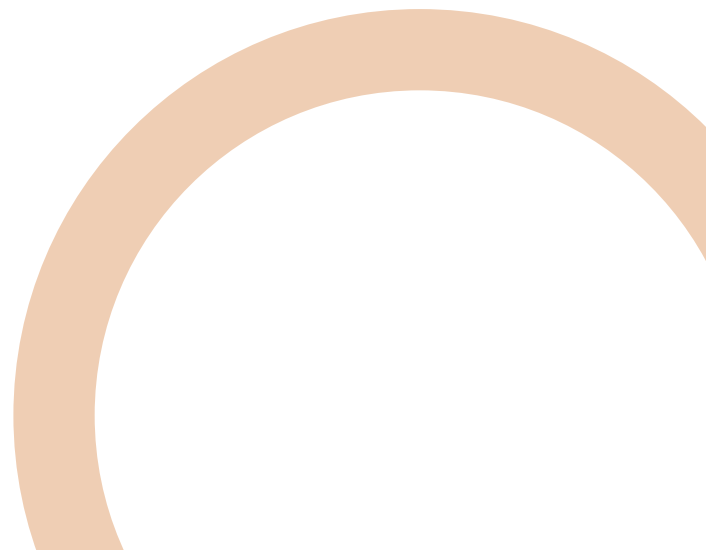
# COMPANY CAR - 602



7. Smoking is strictly prohibited in Company vehicles, rented vehicles, or any other vehicle used during Company related business. Violation of this policy will result in disciplinary action for the employee who has checked out the vehicle and a \$100 payroll deduction to cover the cost to detail the vehicle.

8. Company vehicles should be returned clean and refueled.

9. Any mechanical problems with a Company vehicle should be reported immediately.





# DRIVING STANDARDS - 603



## **POLICY:**

All employees that drive Company vehicles will have their driving records checked. Your motor vehicle report (MVR) is the report used to decide whether your driving record is good enough to drive a Company vehicle.

### Driver Guidelines and Reporting Requirements

1. Company vehicles are to be driven by authorized employees only.
2. Employees must have a valid and current Driver's license to operate a company vehicle.
3. Any employee who has a driver's license revoked or suspended shall immediately notify the supervisor within 24 hours, and immediately discontinue operation of the company vehicle. Failure to do so may result in disciplinary action, including termination of employment.
4. All accidents in company vehicles, regardless of severity, must be reported to the police and to the supervisor. Accidents are to be reported immediately (from the scene, during the same day, or as soon as practicable if immediate or same day reporting is not possible). Accidents involving the employee's personal injury must be reported to Human Resources for Worker's Compensation purposes. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, up to and including termination of employment.
5. Authorized drivers of the RAE Corporation are required to report all ticket violations issued as well as motor vehicle accidents to the supervisor within 3 business days. RAE Corporation must be notified of all ticket violations and motor vehicle accidents of authorized drivers whether or not the incident occurs during the operation of a company vehicle or during the employee's personal time. Failure to report a driving violation or motor vehicle accident may result in disciplinary action, up to and including termination of employment.

# DRIVING STANDARDS - 603



6. Motor Vehicle Records will be obtained on all drivers prior to employment and periodically thereafter. A driving record that fails to meet the criteria stated in this policy will result in a loss of the privilege of driving a company vehicle.

Grading system for evaluation of MVR's.

## **Four classifications of Drivers:**

1. Acceptable - may drive without qualification.
2. Marginal - may drive and MVR is re-ordered every six (6) months any increase in points results in immediate termination or lifting of driving privileges.
3. Probation - may drive and MVR is re-ordered every three (3) months and any increase in points results in immediate termination\* or lifting of driving privileges.
4. Unacceptable - may not drive at all.

Some discretion may be used on marginal and probation categories, if the driver has a clear record for one to two (1-2) years and some of the old points are soon to expire. The Company will not be very lenient in this respect, and if an exception is made, it should require a conference between the supervisor and the individual driver.

## **ACCEPTABLE**

Driving record is clear for past thirty-six (36) months.

## **MARGINAL AND PROBATION**

One (1) moving violation and one (1) preventable accident in the past thirty-six (36) months; or two (2) moving violations in the past thirty-six (36) months.

## **UNACCEPTABLE**

Two (2) moving violations and one (1) preventable accident or one (1) moving violation and two (2) accidents.



# DRIVING STANDARDS - 603



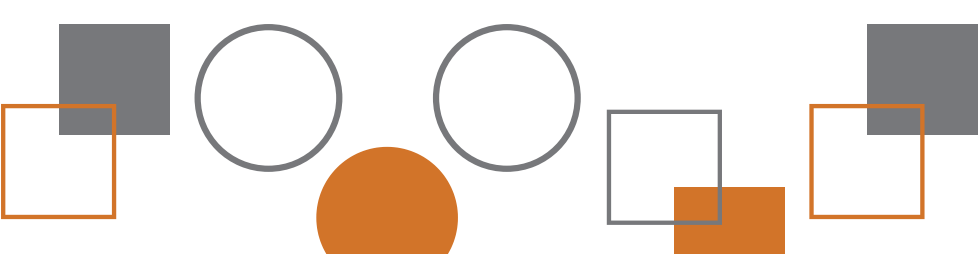
Driving records show: DWI, DUI, or driving under the influence of drugs or illegal possession of alcohol or drugs (within the past five (5) years).

Driving record contains a "hit and run" or "leaving the scene of an accident" conviction.

Driver's license is currently suspended for any reason.

Driver is restricted to "occupational driving only".

\*If an employee's job requires driving a Company vehicle or a vehicle driven for Company business, and the employee's driving record is or becomes "Unacceptable", then immediate termination would be necessary.



# ABSENTEEISM - 701



## **POLICY:**

Punctual and regular attendance is an essential responsibility of each employee at RAE Corporation.

Tardiness and absenteeism negatively impact coworkers, supervisors and RAE Corporation's customers. When an employee is absent, others must perform the work, which diminishes the operational performance of RAE Corporation.

Employees are expected to report to work as scheduled, on time, and prepared to start work.

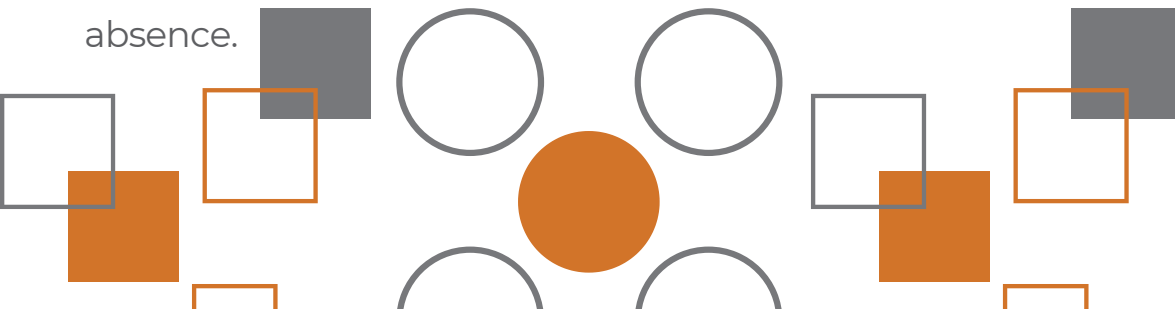
Employees also are expected to remain at work for the entire work schedule. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. The purpose of this policy is to promote the efficient operation of the company and minimize unscheduled absences.

Any employee who fails to report to work without notification to his or her supervisor or lead for a period of two days or more will be considered to have voluntarily terminated employment.

## **Call in Procedures:**

Employees will report an absence to their immediate supervisor or lead at the beginning of the shift. If unable to contact the supervisor then call the Timekeeper at extension 107. Lack of a telephone or absence from town is not an excuse for failing to notify the supervisor of absence or tardiness.

Employees must call in every day of absence unless on an approved leave of absence.



# ABSENTEEISM - 701



## Excused Absences:

1. Hourly employees must use PTO time for every excused absence unless otherwise allowed by company policy (e.g. FMLA policy, Bereavement, Workers Comp, Jury Duty, etc.).
2. If an employee misses work because of his/her own sickness/ doctor's appointment or because of his/her dependent child's sickness/doctor's appointment, the absence will be excused.
  - a. Employees are expected to minimize disruption in department operations by scheduling appointments early in the day or late in the day.
  - b. RAE Corporation will excuse a maximum of 60 hours absences within a year when doctor's notes are provided verifying illness or appointments.
  - c. The employee is not required to use PTO time for excused absences when a doctor's note is provided<sup>1</sup>. In order for the absences to be excused, the note must be presented to the supervisor on the day the employee returns to work, and the note must include the dates of illness.
  - d. The employee is still required to follow call in procedures as outlined in this policy. Failure to call in will result in an unexcused absence, even if doctor's note is provided.
  - e. Employees who are absent to care for or accompany a spouse, parent or other relative to doctor's appointments must request vacation time, PTO or FMLA leave (FMLA leave must be approved by Human Resources).

<sup>1</sup> During specified times throughout the year, production levels will vary. As such, RAE Corporation may choose to relax the requirement that employees must use PTO time for absences from work. If PTO time requirement is relaxed, doctor's notes will be accepted but not counted against the 60 hours max when the absence is pre-arranged. See also Personal Time Off Policy #302.

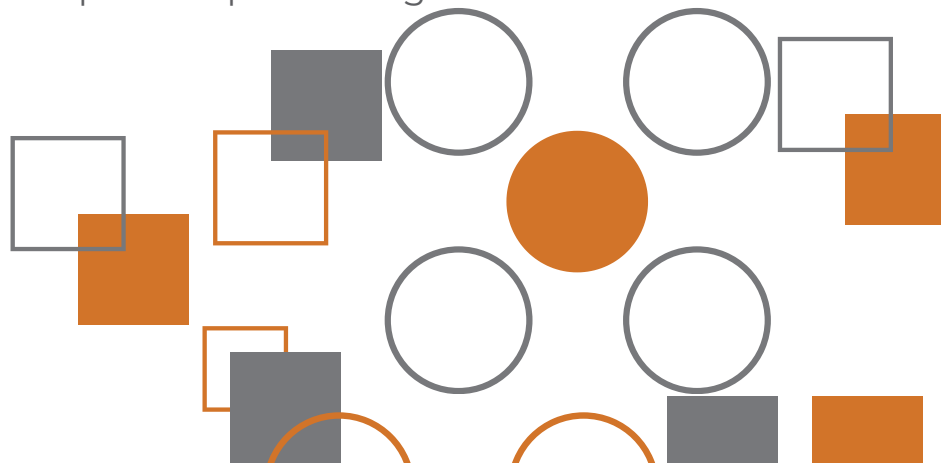


3. Employees are permitted to miss work for court appearances without the use of PTO. Employees must return a court document stating they were in court on the day missed, this note must be returned on the day the employee returns to work following the absence. Personal appointments with attorneys must be conducted outside of work ours or using PTO or Vacation time.

4. Employees must obtain permission from their supervisor or lead in order to leave the Company premises during working hours. Employees must ask permission from their supervisor or lead prior to leaving. Leaving a message by text, E-mail, voice mail, or through another employee is not acceptable and may result in disciplinary action up to termination on first offense.

5. Absences due to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA will be required in these instances.

**Employees who have three (3) consecutive days of excused absences because of illness or injury must give RAE Corporation proof of physician's care.** If an illness or injury prevents an employee from performing regularly scheduled duties, a physician's statement must be provided verifying (a) the nature of the illness or injury; (b) if and when the employee will be able to return to work, if applicable; and (c) whether the employee is capable of performing their regularly scheduled duties, and if not, what duties the employee is capable of performing.



## **Unexcused Absences:**

1. Employees will earn an unexcused absence when they do not work their entire scheduled shift and have exhausted all PTO available.

2. Every absence, except for excused absences with a doctor's note, will reduce the amount of available PTO by the number of hours absent from work.

3. Any absence where an employee does not have PTO time available or does not provide a doctor's note verifying illness will be counted as unexcused absence.

4. Any absence due to arrest or incarceration will be an unexcused absence regardless of the amount of PTO available.

5. An employee's attendance will be used in determining performance raises.

6. An employee may not use PTO or vacation to eliminate or offset an unexcused absence.

## **Disciplinary action:**

Regular attendance is an essential function of the job. Failure to report to work as scheduled is a performance problem that must be corrected to continue in employment with RAE Corporation.

Every instance of unexcused absence will result in a formal written warning. Failure to respond to repeated disciplinary warnings will result in progressive disciplinary action. Failure to respond to warnings to correct a pattern of absenteeism will be considered an overall performance problem which will result in lost opportunity to earn raises, lost opportunity to receive bonuses, a reduced pay rate, and may lead to disciplinary steps leading up to and including termination.

2 During specified times throughout the year, production levels will vary. As such, RAE Corporation may choose to relax the requirement that employees must use PTO time for absences from work. See also Personal Time Off Policy #302.

# ABSENTEEISM - 701



## **No Call / No Show:**

Failure to notify your supervisor of an unplanned absence before 9 am will be considered a no-call/no-show regardless of the reason. Any occurrence of a no-call/no-show will be an unexcused absence. An employee may not use PTO or vacation to eliminate or offset a no-call/no-show.

## **The disciplinary steps for no call/no show will be as follows:**

### **One Day No Call/ No Show:**

First offense - Performance Improvement Plan

Second offense - Termination

### **Two Consecutive Days No Call/ No Show:**

First offense Termination

Management reserves the right to use its discretion in applying this policy under special or unique circumstances and may terminate at any time an employee due to flagrant and excessive absenteeism that negatively affects work performance.

Management reserves the right to amend or discontinue this policy at any time without notice.





# TARDINESS - 702



## **POLICY:**

Punctual and regular attendance is an essential responsibility of each employee at RAE Corporation. Tardiness causes problems for fellow employees and supervisors. When an employee is not present and ready to commence work promptly, he/she disrupts the regular work day and diminishes the performance of his/her department.

Employees are expected to report to work as scheduled, on time and prepared to start work.

Late arrival to work or failure to return to work promptly after breaks is disruptive and must be avoided.

A tardy occurs when an employee clocks in after the scheduled start time. This applies to start of shift and returning from lunch. Arrival after the start of the first scheduled break will be considered an absence instead of a tardy.

## **PRE-ARRANGED TARDIES:**

Employees are expected to report to work on time. If an employee needs to schedule a late arrival, then the employee may request to pre-arrange a tardy arrival. A pre-arranged tardy will not count against an employee who has prior approval of the supervisor, has made the request prior to the day of the tardy, and has PTO time available to cover the time off. Otherwise, the tardy will not be excused.

## **UNSCHEDULED TARDIES:**

If you can't report to work as scheduled, you should notify your Supervisor no later than the start of your first scheduled break. This notification does not excuse the tardiness but simply notifies your Supervisor that a schedule change may be necessary.

<sup>1</sup> During specified times throughout the year, production levels will vary. As such, RAE Corporation may relax the requirement to use PTO time for pre-arranged tardiness. See Personal Time Off Policy 302.

<sup>2</sup> See additional information about No Call-No Show Absence and disciplinary steps in Absenteeism Policy #701.

# TARDINESS - 702



An arrival time after first scheduled break will be counted as an absence and not a tardy. Failing to call in in before the first scheduled break will be counted as a No Call-No Show Absence<sup>2</sup>

RAE Corporation permits seven (7) instances of tardiness each calendar year that do not exceed a five (5) minute grace period without disciplinary action. Employees who arrive to work more than five minutes late or who have exhausted all seven allowed tardies for the year will receive written warning and opportunity to improve. Flagrant and excessive tardiness is unprofessional and will result in progressive discipline steps **including elimination of opportunity to earn future raises, merit bonuses, and other disciplinary steps including termination.**

## **The disciplinary steps for unexcused tardies will be as follows:**

Offense 1-9	Supervisor Counsel & Written Warning
Offense 10	HR Intervention & Probation

## **PROBATION:**

Upon earning a tenth unexcused tardy, an employee will meet with the supervisor and Human Resources to give an account for his/her failure to respond to previous warnings. Human Resources will place employee on probationary status and will determine the length of time appropriate for the offense. While on probation, the employee will be ineligible to receive any bonus payments, and the employee will be ineligible to receive rate increases.

Management reserves the right to use its discretion in applying this policy under special or unique circumstances and may terminate at any time an employee due to flagrant or excessive tardiness that negatively affect work performance.

Management reserves the right to amend or discontinue this policy at any time without notice.



# INCLEMENT WEATHER - 703



## **Bad Weather:**

- On the day of bad weather, a 1-hour Tardy grace period will be allowed.
- Vacation time will be allowed and approved on the day of bad weather.
- An employee will not lose their attendance incentive when using PTO or Vacation time due to bad weather.
- PTO and or Vacation time will be required to cover the time missed during their schedule workday due to bad weather.
- If an employee does not have enough time to cover time missed due to bad weather. It will be considered an absence and noted Bad Weather.
- There will be a grace period for employees that have been working for 90 days or less that have not accumulated time.

## **Partial – Full Shutdown:**

- An employee will not lose their attendance incentive due to a shutdown.
- PTO and or Vacation time will not be required to cover the time missed during a shutdown.
- Employees may work based on management's decision.



# FAMILY MEDICAL LEAVE (FMLA) - 705



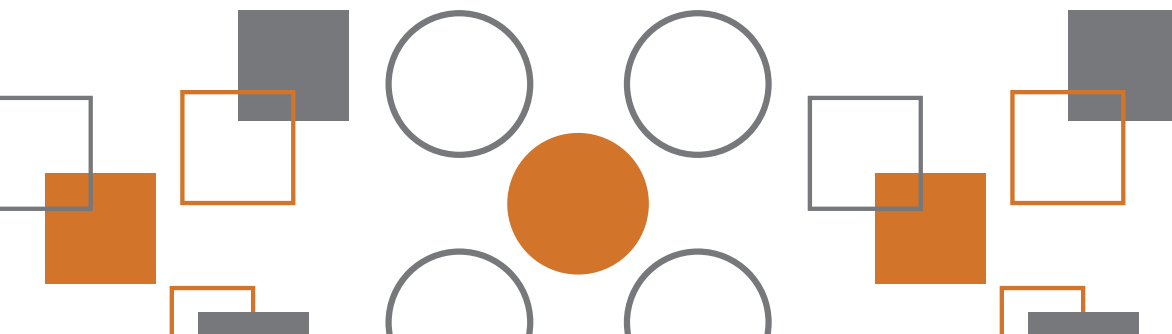
## FAMILY AND MEDICAL LEAVE ACT

RAE Corporation will comply with the federal Family and Medical Leave Act of 1994, as amended in 2010 (the “FMLA”). Employees must have been employed by RAE Corporation for more than 12 months over the past seven (7) years and must have worked at least 1,250 hours in the 12 months preceding any leave to be eligible for the Family and Medical Leave described in this Policy (note: this seven (7) year measurement is adjusted if the leave is due to certain military service). Employees must also work in or within 75 miles of a location at which RAE Corporation employs 50 or more individuals to be eligible for the Family Medical Leave described in this Policy.

RAE Corporation provides up to a total of 12 weeks of leave in any “rolling” 12-month period measured backwards from the date an employee uses any FMLA leave. Additionally, eligible employees have the right to take up to 26 weeks of unpaid leave in a single 12-month period (less any FMLA leave taken during the period for other purposes under this Policy) to care for a family service member in connection with a serious military illness or injury. See “Military Caregiver Leave” below.

Upon submission and approval of a leave of absence request, eligible employees are entitled to leaves of absence for the following purposes:

1) Birth/Adoption/Foster Care Leave. An employee may take leave in connection with the birth of the employee’s natural child or the placement of a child with the employee for adoption or foster care. An employee’s entitlement to leave for birth or placement of a child expires 12 months after the birth or placement.



# FAMILY MEDICAL LEAVE (FMLA) - 705



2) Family Leave. An employee may take leave to care for his or her son or daughter, spouse or parent with a serious health condition.

3) Medical Leave. An employee may take leave in connection with his or her own serious health condition which renders the employee unable to perform his or her job duties.

4) Military Qualifying Exigency Leave. An employee with a spouse, son, daughter, or parent on “covered active duty” may use their 12-week leave entitlement to address certain qualifying exigencies.

5) Military Caregiver Leave. An employee is also entitled to take up to 26 weeks of leave during a single 12-month period (less any FMLA leave taken during the period for other purposes under this Policy) to care for a “covered service member” with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member. This leave is applied on a per-covered-service member, per-injury basis, provided that no more than 26 workweeks of leave may be taken during a single 12-month period.

## Definitions

As used in this Policy and under the federal FMLA regulations, the following terms are defined as follows:

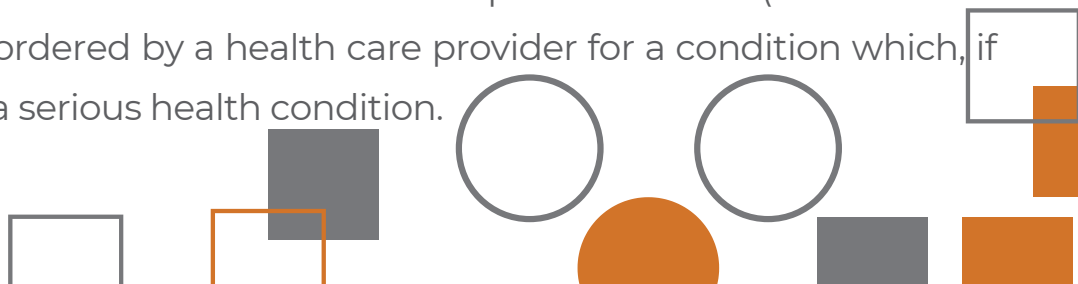
**1) Child or Son or Daughter:** Child, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability.

# FAMILY MEDICAL LEAVE (FMLA) - 705



**2) Contingency Operation:** A military operation that is designated by the Secretary of Defense or otherwise created by operation of law as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy or opposing forces of the U.S.

**3) Continuing Treatment:** A serious health condition involving continuing treatment by a health care provider includes any one or more of the following: (i) A period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from) of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that involves an in-person visit to a health care provider with the first in-person treatment visit coming within seven (7) days of the first day of incapacity, that also involves: (a) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider; (ii) Any period of incapacity due to pregnancy, or for prenatal care; (iii) Any period of incapacity or treatment for such incapacity due to chronic serious health conditions (requires at least two visits to a health care provider per year; continues for an extended period of time; and may cause episodic rather than continuing periods of incapacity); (iv) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continued supervision of a health care provider (e.g. Alzheimer's, severe stroke, etc.); (v) Any period of absence to receive multiple treatments (or to recover from same) conducted or ordered by a health care provider for a condition which, if untreated, would result in a serious health condition.



# FAMILY MEDICAL LEAVE (FMLA) - 705



**4) Covered Active Duty:** Your spouse, son, daughter, or parent, who is either: a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country; or b) in the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a contingency operation, as defined in 10 U.S.C. § 101(a)(13)(B).

**5) “Covered Service Member” or “Covered Military Member:** Either: a) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a veteran who is undergoing medical treatment recuperation, or therapy, for a serious injury or illness and who was discharged or released under conditions other than dishonorable as a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

**6) Equivalent Position:** An equivalent position must have the same pay, benefits, and working conditions, including privileges, perquisites, and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority.

## “Health Care Provider”

A health care provider is: (i) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or (ii) any other person determined by the Secretary of Labor to be capable of providing health care services.

# FAMILY MEDICAL LEAVE (FMLA) - 705



These include podiatrists, dentists, clinical psychologists, clinical social workers, optometrists, chiropractors, nurse practitioners and nurse-midwives who are authorized to practice by the State. Christian Science practitioners listed with the First Church of Christ Scientists in Boston, Massachusetts are also included.

**8) Key Employee:** A key employee is a salaried employee who is among the highest paid 10 percent of all the employees employed by RAE Corporation within 75 miles of the employee's worksite.

**9) Next of Kin:** The nearest blood relative of a covered service member, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statute, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member consecutively or simultaneously.

## 10) "Qualifying Exigency"

Qualifying exigencies include the following:

### i) Short-Notice Deployment:

An allotment of up to 7 days of leave to address any issue that arises from the fact that the employee's spouse, son, daughter, or parent, who is on covered active duty has been notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.





# FAMILY MEDICAL LEAVE (FMLA) - 705



## ii) Military Events and Related Activities:

Leave to attend an official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of an employee's spouse, son, daughter, or parent, who is on covered active duty or to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of an employee's spouse, son, daughter, or parent, who is on covered active duty.

## iii) Childcare and School Activities:

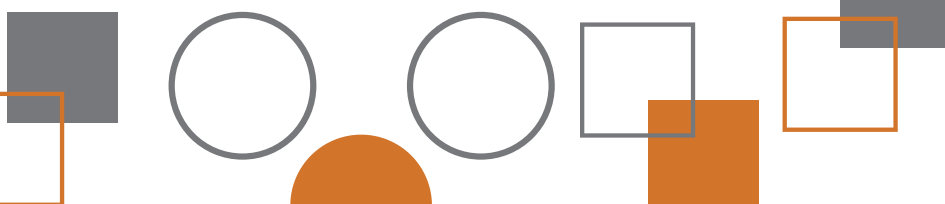
Leave to arrange for or provide for childcare or school-related activities when the active duty or call to active duty status of an employee's spouse, son, daughter, or parent, who is on covered active duty, necessitates a change in the existing childcare arrangement for a child, as defined in number one (1) of these definitions above.

## iv) Financial and Legal Arrangements:

Leave to make or update various financial and legal arrangements to address an employee's spouse, son, daughter, or parent, who is on covered active duty's absence while on active duty or call to active duty status.

## v) Counseling:

Leave to attend counseling provided by someone other than a health care provider for oneself, for an employee's spouse, son, daughter, or parent, who is on covered active duty, or for the child of an employee's spouse, son, daughter, or parent, who is on covered active duty, provided that the need for counseling arises from the active duty or call to active duty status of a an employee's spouse, son, daughter, or parent, who is on covered active duty.



# FAMILY MEDICAL LEAVE (FMLA) - 705



## vi) Rest and Recuperation:

An allotment of up to fifteen (15) days for each instance of rest and recuperation leave to spend time with an employee's spouse, son, daughter, or parent, who is on covered active duty who is on short-term, temporary, rest and recuperation leave during the period of deployment.

## vii) Post-Deployment Activities:

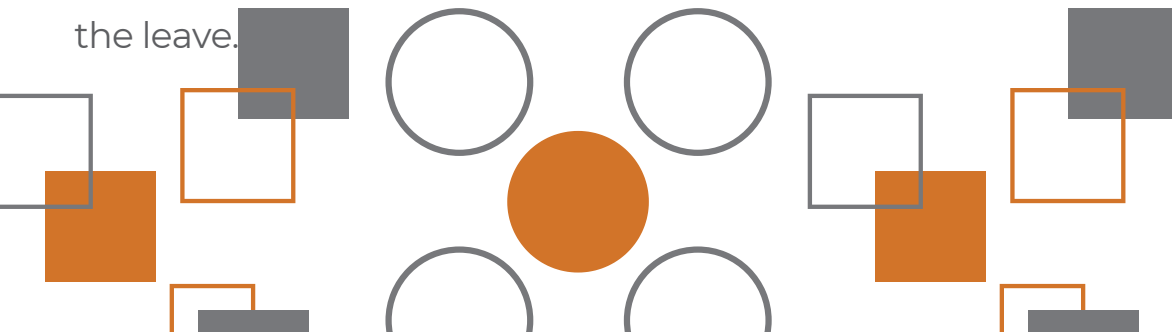
Leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following termination of an employee's spouse, son, daughter, or parent, who is on covered active duty's active duty status and to address issues that arise from the death of a an employee's spouse, son, daughter, or parent, who is on covered active duty.

## viii) Leave to Care for Military Member's Parent:

Leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such are may including arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

## ix) Additional Activities:

Leave to attend other activities arising out of an employee's spouse, son, daughter, or parent, who is on covered active duty's active duty status' active duty or call to active duty status provided that the employer and employee both mutually agree: a) that such leave should qualify as an exigency; and b) to the timing and duration of the leave.



# FAMILY MEDICAL LEAVE (FMLA) - 705



**11) Parent:** Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. The term does not include parents “in-law.

**12) Serious Health Condition:** A serious health condition is an illness, injury, impairment or physical or mental condition that involves: (1) inpatient care (an overnight stay in a hospital, hospice, or residential medical care facility) and any corresponding period of incapacity or subsequent treatment in connection with the inpatient care, or (2) “continuing treatment,” as defined above, by a health care provider. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefore or recovery therefrom. “Treatment” includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical, eye, or dental examinations. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches or other migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**13) Serious Injury or Illness:** A serious injury or illness is either: a) in the case of a current member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on



# FAMILY MEDICAL LEAVE (FMLA) - 705



which the veteran undergoes medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran).

**14) Serious Injury or Illness for a Covered Veteran:** An injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

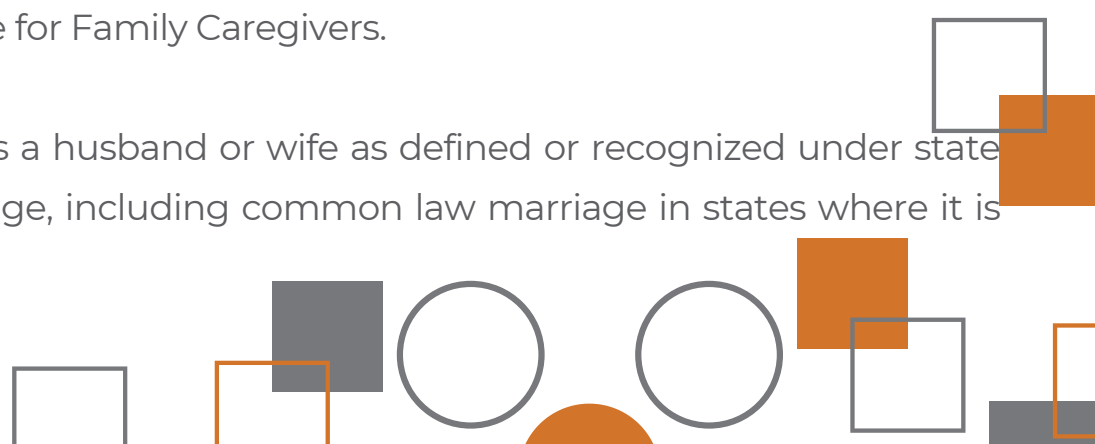
(1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR

(2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR

(3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR

(4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

**15) Spouse:** Spouse means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage in states where it is recognized.



# FAMILY MEDICAL LEAVE (FMLA) - 705



## Employee Notice or Company Election of FMLA Leave

When it is foreseeable for the birth or placement of a child or for planned medical treatment, an employee who wishes to take leave under this Policy must give reasonable, advance notice and must submit a written leave of absence request for approval prior to the commencement of the leave. In most circumstances, a “reasonable, advance notice” means 30 days. When planning medical treatment, the employee must consult with the Human Resources Department and make a reasonable effort to schedule the treatment so as not to unduly disrupt the Company’s operations, subject to the approval of the health care provider. Advance notice of the need to take Military Caregiver Leave is also required when such leave is foreseeable. The employee has a responsibility to provide notice sufficient to make RAE Corporation aware that the employee needs FMLA qualifying leave, and the anticipated timing and duration of the leave. Failure to provide notice sufficient to make RAE Corporation aware that the employee needs FMLA qualifying leave could result in a denial of the employee’s leave application.

When it is not possible to give advance notice—for example, in connection with an unforeseeable medical emergency or for Military Qualifying Exigency Leave—the employee must notify the Human Resources Department as soon as practicable, ordinarily within one (1) or two (2) business days of when the employee learns of the need for leave. Employees must follow the Company’s customary call-in procedures, unless unusual circumstances require a deviation from them.

When an employee requests FMLA leave, the Human Resources Department will notify the employee of the employee’s eligibility for and obligations and expectations of taking FMLA leave within five (5) business days, absent extenuating circumstances. After the Human Resources Department has enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the Human Resources Department will notify the employee of whether the leave will be designated and will be counted as FMLA leave within five (5) business days, absent

# FAMILY MEDICAL LEAVE (FMLA) - 705



extenuating circumstances. RAE Corporation also has the right to designate an absence as Family and Medical Leave on its own volition, consistent with applicable laws and regulations, even if the employee does not request it.

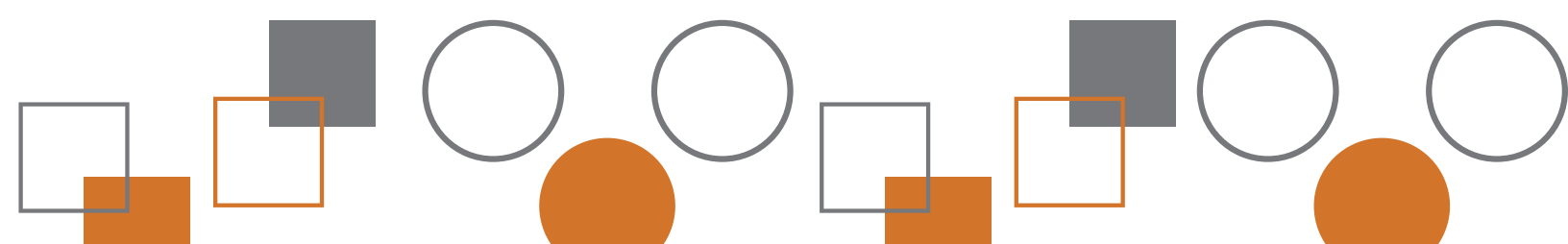
## **Paid Leave Runs Concurrently with FMLA Leave**

If an employee has credited vacation and/or PTO/sick leave, he or she must take advantage of those paid leaves in connection with any leave under this Policy. That means that the employee's paid leave will run concurrently with their FMLA leave. Employees on FMLA leave are not required to exhaust all available PTO time while on leave, and may reserve up to 30 (thirty) hours of PTO. Accordingly, the period of unpaid leave is shortened by the period of paid leave so that the maximum leave taken is no more than 12 weeks.

If such paid leaves do not apply or have been exhausted, leave under this policy will be without pay. Employees who are absent and receiving benefits under short-term disability or worker's compensation insurance are not required to substitute credited vacation or PTO/sick leave. Nonetheless, worker's compensation or other disability absences qualifying as serious health conditions will be designated by RAE Corporation as Family and Medical Leave, and the leave would be counted as running concurrently for purposes of worker's compensation, short-term disability, long-term disability and FMLA.

## Certification of FMLA Leave

RAE Corporation will require a health care provider's complete and sufficient certification of either the employee's or the family member's serious health condition, whichever is applicable, to be completed within 15 calendar days of the leave request. For Military Qualifying Exigency Leave, RAE Corporation will require



# FAMILY MEDICAL LEAVE (FMLA) - 705



complete and sufficient certification for the first instance of a request for leave in accordance with 825.309 of the FMLA, to be completed within 15 calendar days of the leave request. For Military Caregiver Leave, RAE Corporation will require confirmation of a covered family relationship to the covered service member pursuant to 825.122(j) of the FMLA. Also for Military Caregiver Leave, the employee must provide complete and sufficient certification to RAE Corporation in accordance with 825.310 of the FMLA, to be completed within 15 calendar days of the leave request. RAE Corporation will notify the employee of the requirement to provide certification and the penalties for failing to do so upon the employee's notice of a request for FMLA leave; within five (5) business days thereafter; or within five (5) business days of the leave commencing in cases of unforeseen leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single year, RAE Corporation will require the employee to provide a new medical certification in each subsequent leave year.

If the certification the employee provides is incomplete (blank entries) or insufficient (vague or non-responsive answers), the Human Resources Department will advise the employee of the deficiencies in writing and the employee will be allotted seven (7) additional calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure the certification. Failure to provide complete and sufficient certification could result in a denial of the employee's FMLA leave request.

Furthermore, upon the employee's authorization pursuant to HIPAA, the Human Resources Department may contact the health care provider for purposes of clarification and authentication of any medical certification. RAE Corporation will, under no circumstances, utilize the employee's direct supervisor when making such contact. Despite the Company's ability to make such contact, it remains the employee's sole responsibility to provide the employer with a complete and sufficient certification, and a failure to do so could result in a denial of the employee's FMLA leave request.

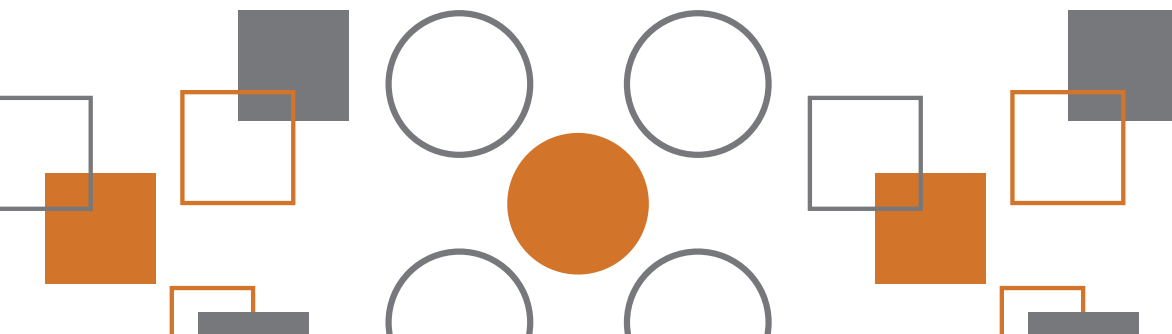


# FAMILY MEDICAL LEAVE (FMLA) - 705



RAE Corporation may request recertification for leave taken because of the employee's own serious health condition or the serious health condition of a family member every thirty (30) days if the employee continues to be absent. If the medical certification indicates that the minimum duration of the condition is more than thirty (30) days, RAE Corporation will wait until the minimum duration expires before requesting a recertification. In all cases RAE Corporation can request recertification of a medical condition every six (6) months in connection with an absence of the employee. In all cases RAE Corporation may request recertification in less than thirty (30) days if: (a) the employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; (c) RAE Corporation receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification. All recertification requested shall be at the employee's expense.

As a condition for restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, RAE Corporation will require the employee to obtain and present certification from the employee's health care provider that the employee is able to resume work. The employee has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process. The certification from the employee's healthcare provider must certify that the employee is able to resume work. Additionally, the certification must specifically address whether the employee is able to perform the essential functions of the employee's job. RAE Corporation will supply the employee with a list of essential job functions with its designation notice described above. The cost of certification will be borne by the employee.





# FAMILY MEDICAL LEAVE (FMLA) - 705



## **Husband and Wife Leave under the FMLA**

When a husband and wife are both employed by the Company, they are limited to a combined total of 12 workweeks during any rolling 12-month period if leave is taken for birth of a child, care for the child after the birth, placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition. The limitation does not apply, however, to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Also, an aggregate of 26 workweeks during any single 12-month period may be taken by a husband and wife who are both employed by RAE Corporation for Military Caregiver Leave. The number of workweeks of leave available to each will be reduced by the number of workweeks taken by that individual (but not his or her spouse) during the 12-month period for other purposes under this Policy.

## **Intermittent or Reduced Leave Schedule under the FMLA**

An employee taking leave after the birth or because of placement for adoption or foster care of a healthy child is permitted to take leave intermittently or by working a reduced workweek only with the approval of an officer of the Company. However, intermittent or reduced work leave to care for a seriously ill family member, because of the employee's own serious health condition, or for Military Caregiver Leave, may be taken whenever medically necessary. Military Qualifying Exigency Leave may also be taken on an intermittent or reduced leave basis. RAE Corporation may require a medical certification of the need for intermittent or reduced schedule leave and periodic recertification of the continued need for the leave consistent with the regulations issued by the Department of Labor. In some instances, RAE Corporation may transfer an employee temporarily to an available alternative position with equivalent pay and benefits when this would better accommodate recurring periods of intermittent or reduced schedule leave based on planned medical treatment.

# FAMILY MEDICAL LEAVE (FMLA) - 705



Actual time taken should be reported as Family and Medical Leave on the employee's time sheet. Employees on intermittent leave should contact their Human Resources representative with any questions concerning actual hours worked and overtime compensation.

When an employee takes FMLA leave on an intermittent or reduced leave schedule basis, RAE Corporation will account for the leave using an increment no greater than the shortest period of time that RAE Corporation uses to account for use of other forms of leave provided it is not greater than one hour and provided that the employee's FMLA leave entitlement will not be reduced by more than the amount of leave actually taken.

RAE Corporation will require a certification of fitness to return to duty from intermittent or reduced leave schedule for each absence up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based upon the serious health condition for which the employee took such leave.

## Benefits During FMLA Leave

Employees on Family or Medical Leave will continue to be covered under the Company's benefits program. If the employee has coverage through the Company's health plan, the employee must continue to pay the employee's share of the premiums to keep this coverage in effect, just as if he or she was working. If the employee does not return to work at the end of the leave, RAE Corporation will charge the employee for the full premium cost of the health coverage during the leave. However, the employee will not be charged if he or she does not return due to:

1. The continuation, recurrence or onset of a serious health condition which would entitle the employee to Family and Medical Leave; or
2. Other circumstances beyond the employee's control.

# FAMILY MEDICAL LEAVE (FMLA) - 705



## **Holidays While on FMLA Leave**

The fact that a holiday may occur within the week that an employee has taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, if the employee is using FMLA leave in increments of less than one week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Furthermore, if for some reason the Company's business activity has temporarily ceased and employees are generally not expected to report for work one or more weeks, the days the employer's activities have ceased do not count against the employee's FMLA leave entitlement.

Holiday is not earned during FMLA leave unless the employee is also using paid vacation concurrently while on FMLA leave. The paid holiday will not extend the employee's leave entitlement. Maximum FMLA leave entitlement is still 12 weeks.

## **Return to Work Following FMLA Leave**

On return to work from Family and Medical Leave, an employee is entitled to be returned to the same position the employee held when leave commenced, OR to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Ordinarily an employee will be restored to the same position the employee held prior to the leave, with the same pay and benefits, if the position remains available. However, an employee has no right to return to the same position.

If an employee is certified as able to return to work in a light duty job, the employee has the option of declining to return and remaining on Family and Medical Leave until fully released or the 12-week entitlement period is exhausted, whichever occurs earlier. The decision not to accept light duty, however, may result in the loss of workers' compensation benefits, at which point the provision for substitution of paid leave (vacation and PTO/sick leave) would apply. Voluntary acceptance of light duty

# FAMILY MEDICAL LEAVE (FMLA) - 705



does not waive an employee's right to restoration to the same or an equivalent position. Although time spent on light duty does not count against the annual 12-week FMLA allotment, an employee's right to restoration will expire at the end of the 12-month FMLA leave period.

## **Key Employees under FMLA**

RAE Corporation retains the right to deny reinstatement to "Key Employees" upon its determination that substantial and grievous economic injury will result. The employee will be given notice that he or she is considered a "Key Employee" as soon as practicable after receipt of a request or designation by RAE Corporation of an absence as Family and Medical Leave. If a determination is made of substantial and grievous economic injury, the employee will be notified in writing, with such notice being served in person or by certified mail. Leave cannot be denied, but reinstatement can.

## **Other Work Prohibited During FMLA Leave**

Employees may not engage in work for another employer during employee's normal business hours, whether full or part-time, while on Family and Medical Leave from the Company. Any violation of this provision may jeopardize the employee's right to return to work. RAE Corporation will also require both periodic reports during the course of the leave of an employee's status and his or her projected date of return to work and a written release from his or her physician to return to work.

## **Unlawful Acts under FMLA**

It is unlawful for RAE Corporation to: a) interfere with, restrain, or deny the exercise of any right provided for under FMLA; or b) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement of FMLA**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against RAE Corporation for any violation of FMLA.

# DISCIPLINE - 800



## Policy:

It is the policy of the Company to take appropriate disciplinary action when employees are found to have violated Company policies, procedures, or work rules.

Appropriate disciplinary action may involve progressive disciplinary measures or may result in immediate termination.

The Company's policies, procedures, and work rules as outlined in the Company handbook are not all-inclusive and may be changed from time-to-time at the Company's sole discretion. **Nothing in this policy changes the at-will nature of the employment relationship.**

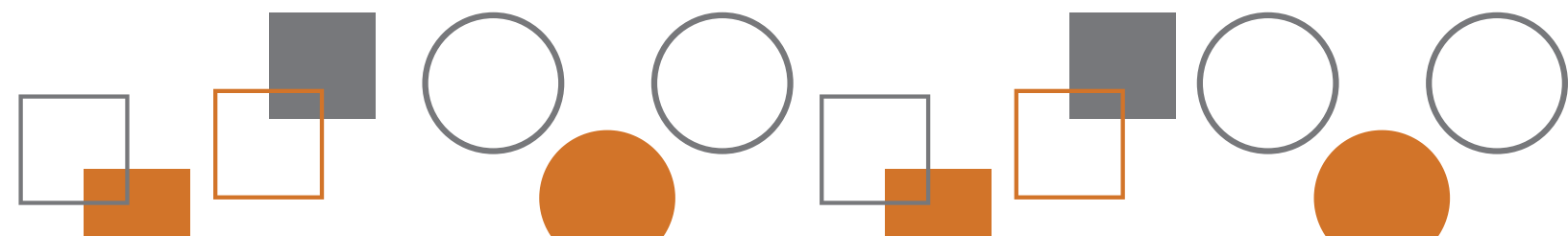
All employees assume responsibility for complying with Company policies, procedures, and rules, and they are required to sign off periodically on copies of Company policies, procedures, and work rules.

Different disciplinary procedures can be followed by management as described below. The procedure utilized will be determined based on the Company's evaluation of all the circumstances involved. Management is not obligated to follow any or all of these steps in any predetermined order.

## PROCEDURES:

### Verbal Counseling:

This action advises the employee that a specific situation needs to be changed or corrected. Once verbal counseling has occurred, the supervisor will document the details of the discussion for future reference.



# DISCIPLINE - 800



## **Written Warning:**

The type of discipline is determined by the supervisor of the employee subject to discipline. The supervisor or manager completes a Disciplinary Interview Form. This report documents observed performance issues, behavior issues, attendance issues, safety issues, or violations of company policies/procedures/work rules.

The supervisor also documents and communicates with the employee the behavior change that needs to take place or the action(s) that must occur in order for the employee to avoid future termination.

The employee will have the opportunity to document any comments and concerns on the Disciplinary Interview Form. The employee's signature on the report acknowledges that the report was discussed with the employee. The employee may refuse to sign the document, but refusal to sign the document does not negate the disciplinary action. If the employee refuses to sign the Disciplinary Interview Form, then the supervisor will obtain a witness signature to confirm that the employee has been provided a disciplinary warning.

The written warning will be forwarded to Human Resources after the disciplinary meeting to be maintained in the employee's personnel file. An employee may obtain upon request a copy of the written warning at the time of the disciplinary meeting.

## **Performance Improvement Plan:**

The type of discipline is determined by Executive Manager or Human Resources and the supervisor. A performance improvement plan may be issued by the supervisor in response to observed performance issues, behavior issues, attendance issues, safety issues, or violations of company policies/procedures/work rules.

# DISCIPLINE - 800



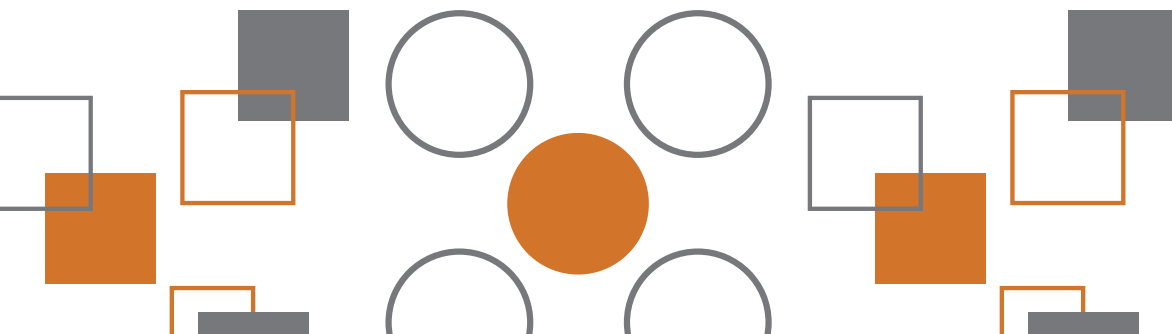
A performance improvement plan will include a detailed explanation of the reason why discipline is warranted and any previous relevant warnings that have been issued to the employee. The document will initiate a period of disciplinary probation of at least 90 days where the employee is put on notice that additional performance deterioration, policy breach, or behavioral problems may result in termination without further notice. The performance improvement plan may also include paid or unpaid suspension, financial penalties including loss of bonus payments, freeze on pay increases, or rate decreases for the duration of the disciplinary probation.

The performance improvement plan will be forwarded to Human Resources after the disciplinary meeting to be maintained in the employee's personnel file. An employee may obtain upon request a copy of the performance improvement plan at the time of the disciplinary meeting.

## **Suspension-Paid or Unpaid:**

The type of discipline is determined by Executive Manager or Human Resources after discussion with the supervisor or manager of the employee subject to discipline. The Executive Manager or Human Resources and the supervisor will determine the type and duration of the suspension. When an employee is put on an unpaid suspension, paid time off may not be taken to offset the loss of wages.

Once the Executive Manager or Human Resources approves the suspension, a disciplinary report form is completed. The report will be discussed with the employee by the immediate manager and supervisor, and the Executive Manager or Human Resources will be present.



# DISCIPLINE - 800



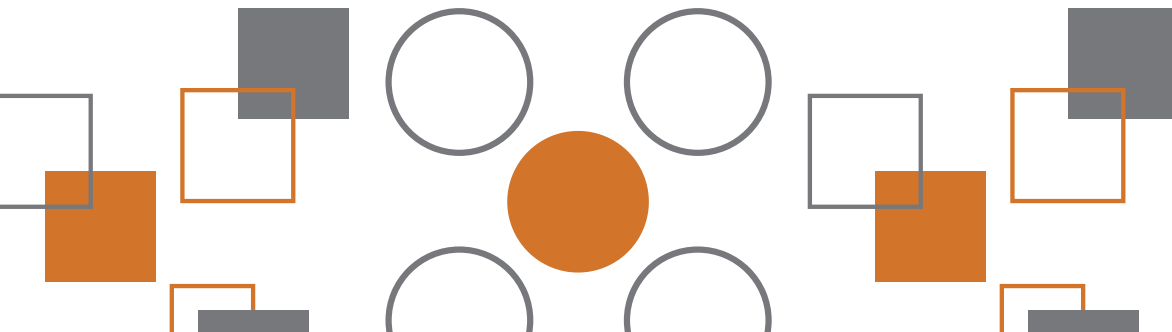
The employee will have the opportunity to document his/her comments on the report. The employee's signature on the report acknowledges that the report was discussed with the employee. If the employee refuses to sign an acknowledgement that the report was discussed, then the supervisor and the Executive Manager or Human Resources will sign as witness that the report was discussed with the employee.

## **Termination:**

The Company retains the right to terminate the employment relationship with employees at its sole discretion, irrespective of the above-referenced disciplinary guidelines.

## **Additional Notes:**

Many of the Company Policies in this handbook include progressive discipline steps. When a policy does not outline the progressive discipline steps, the appropriate action(s) will be determined by management.





# PERSONAL TELEPHONE CALLS - 801

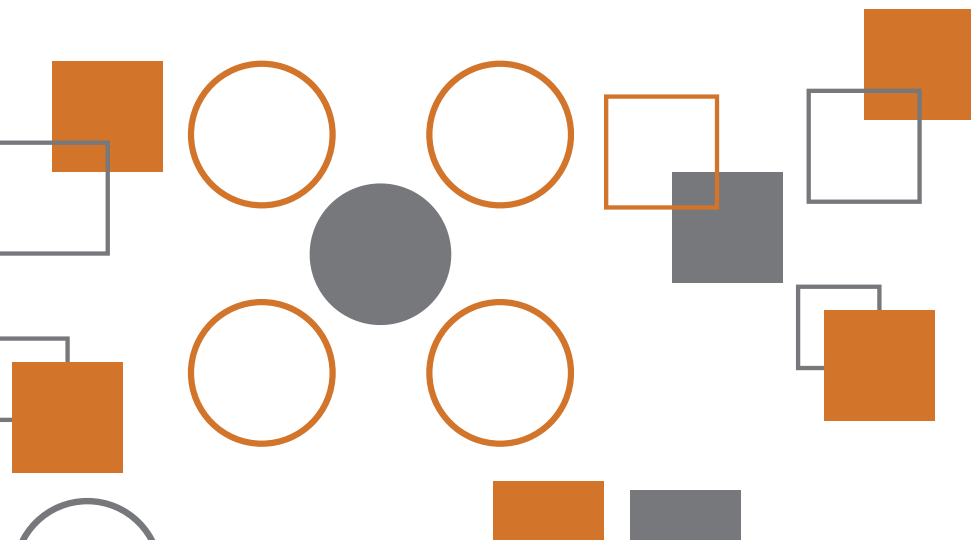


## **POLICY:**

It is the policy of the Company that telephone and mail facilities shall be available during working hours for effective business communications with the Company's customers and business associates. Accordingly, the Company's facilities should not be used for personal telephone calls or personal mail except in cases of emergency.

## **COMMENTS:**

1. Use of the Company's telephone lines should be confined to business calls. Personal telephone calls should be limited to those which are absolutely necessary and should be as brief as possible. This restriction on the use of telephones also applies to making unnecessary personal calls to fellow employees within the Company.
2. Incoming personal calls for employees are discouraged except in the event of emergency.
3. In order to avoid adding to the increasing volume of mail, employees should not use the Company's address in receiving personal mail.
4. The RAE Corporation name, logo, and/or Company stationery should not be used for personal correspondence because any communication sent out on Company stationery might be considered an official communication.



# USE OF FACILITIES - 802



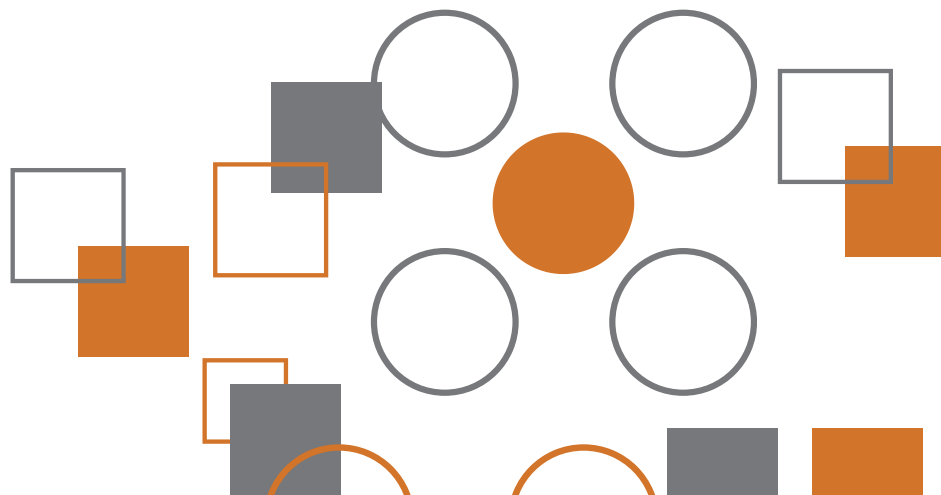
## **POLICY:**

Use of Company facilities (shop, tools, and equipment) for personal reasons must be limited and controlled to insure production equipment is not damaged by improper use and to conform to requirements of our insurance carrier.

## **COMMENTS:**

To insure that we can continue to allow employees to utilize the facilities the following rules must be followed by all:

1. An employee must have written permission from his/her supervisor if the employee plans to be in the office building during non-scheduled working hours for personal reasons.
2. If you plan to use the manufacturing plant during non-working hours you must notify the head of manufacturing and get written permission from him/her.
3. Use of Company material is prohibited unless prior approval has been obtained from the head of manufacturing. Payment for such material is required and must have written documentation discussed in policy 809.
4. Removal of any materials from the premises must have the written approval of the supervisor.
5. No employee is allowed to be alone in the manufacturing facility during non-working hours for safety reasons.
6. All employees working on personal projects during working hours must have written permission to do so by their supervisor or they can be subject to disciplinary action.



# HAND TOOLS & EQUIPMENT - 803



## **POLICY REGARDING COMPANY OWNED TOOLS AND EQUIPMENT:**

It is the policy of the Company that all hand tools and equipment issued to an employee that are owned by the Company are the responsibility of the employee to keep and control.

### **EXPECTATIONS:**

1. Every employee needing Company tools/equipment, as determined by the Company, will be assigned one. The employee will be responsible for the hand tool(s) and/or equipment issued.
2. When the employee takes possession of Company hand tools/equipment, the employee agrees to pay for any tool or equipment damaged, outside of normal wear and use, or not returned to the Company. The Company reserves the right and the employee agrees to let the Company withhold the amount from the employee's paychecks to pay for Company tools that are damaged or not returned.
3. Company tools or equipment that are defective or worn, the Company will repair or replace at no charge to the employee.
4. Company hand tools and equipment are not to leave Company premises without prior authorization from the employee's supervisor.
5. The meaning of "keep and control" is that the employee is responsible for locking up hand tool(s) and equipment to prevent theft or unauthorized use.
6. Any employee that has been issued a hand tool or equipment and needs a new one, but does not have a defective or worn tool to turn in will have the cost of a new tool or new equipment deducted from his/her check.
7. Any tool or equipment owned by the Company and issued to the employee must be returned to the Company upon the termination of employment.

# HAND TOOLS & EQUIPMENT - 803



## **POLICY REGARDING EMPLOYEE OWNED TOOLS AND EQUIPMENT:**

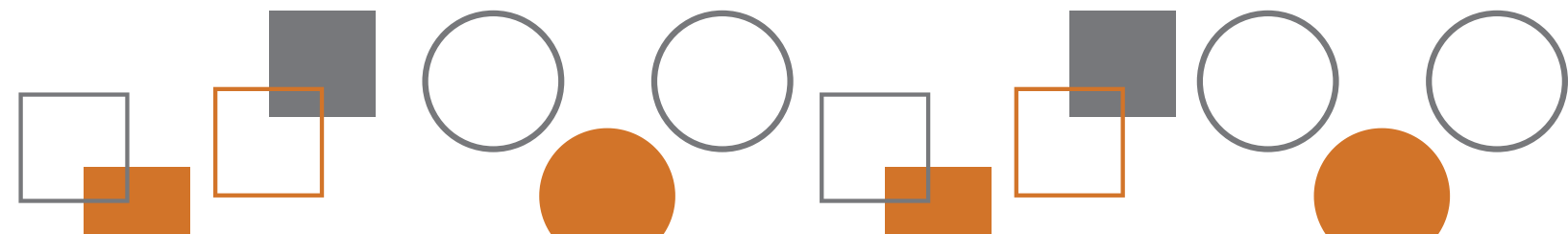
The Company provides limited hand tools and equipment to employees depending on the position. Tool boxes may be provided for some positions, employee purchased for some positions, or prohibited in some areas. In order to assist employees in obtaining a needed hand tool or equipment required for the job and not already supplied, the Company will purchase tools and permit a weekly repayment plan with no interest charges.

It is the policy of the Company that personal hand tools, equipment and meters are the responsibility of that employee. If the employee is traveling off premises, it is the responsibility of the employee to secure tools and equipment.

**Personal hand tools lost or stolen will not be replaced by the Company.**

## **PROCEDURES FOR PURCHASING TOOLS/EQUIPMENT:**

1. RAE Corporation permits employees to purchase tools and/or equipment required for the job through the Company.
2. The supervisor can provide a catalog and guidance for the employee in selecting the required tools/equipment to minimize the investment required by the individual.
3. The supervisor must approve the tool/equipment purchase list to insure all tools ordered are required to perform the job assignment.
4. Purchases exceeding \$250 require additional approval from the department head.



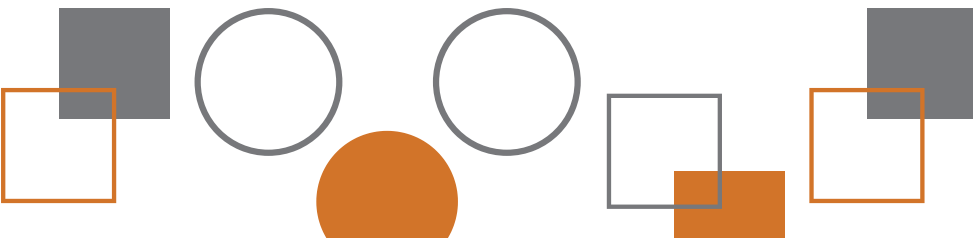
# HAND TOOLS & EQUIPMENT - 803



5. Employee must obtain payroll deduction authorization form from accounting and submit with the tool request.
6. Upon receiving the material requisition and payroll deduction authorization, purchasing will place the order for tool/equipment purchases.
7. Payroll deductions in the amount of \$25.00 per week for orders of \$500.00 or less and \$50.00 per week for orders of \$500.00 or greater will begin with receipt of the invoice.
8. In the event the employee is terminated before the tools/equipment are paid in full, the Company will deduct the remaining balance owed from the final check or retain ownership of the tools/equipment if the full amount due exceeds salary due to the employee.
9. In the event the Company has to reclaim the tools/equipment, such tools/equipment will be valued at 85% of purchase price.

## **EXPECTATIONS:**

1. Tools/equipment purchased must be for use in the employee's job.
2. Replacement of defective tools/equipment under warranty must be handled by the employee. The Company will not enter into any effort or negotiation on tool/equipment replacement.



# PERSONAL APPEARANCE - 804

## **POLICY:**

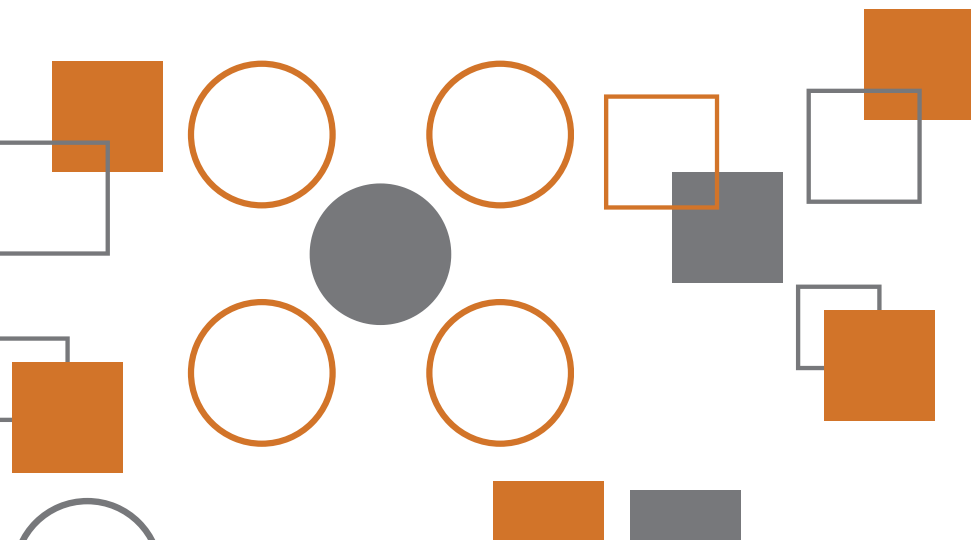
It is the policy of the Company that an employee's dress and grooming should be appropriate to the work situation. However, radical departures from conventional dress, personal grooming, or personal hygiene standards are not permitted, regardless of the nature of the job performed.

## **COMMENTS:**

1. Hourly employees will be required to wear long pants and sleeved shirts (t-shirts at minimum) to work.

2. Hourly employees will avoid clothing that is inappropriate for a manufacturing environment, such as:

- Clothing with questionable slogans or symbols
- Revealing or suggestive clothing
- Political buttons, shirt, or caps
- Shorts
- Tank tops or other sleeveless shirts
- Leggings, yoga pants, sweatpants, loungewear, or athletic wear
- Skirts or dresses
- Capris
- Clothing with holes



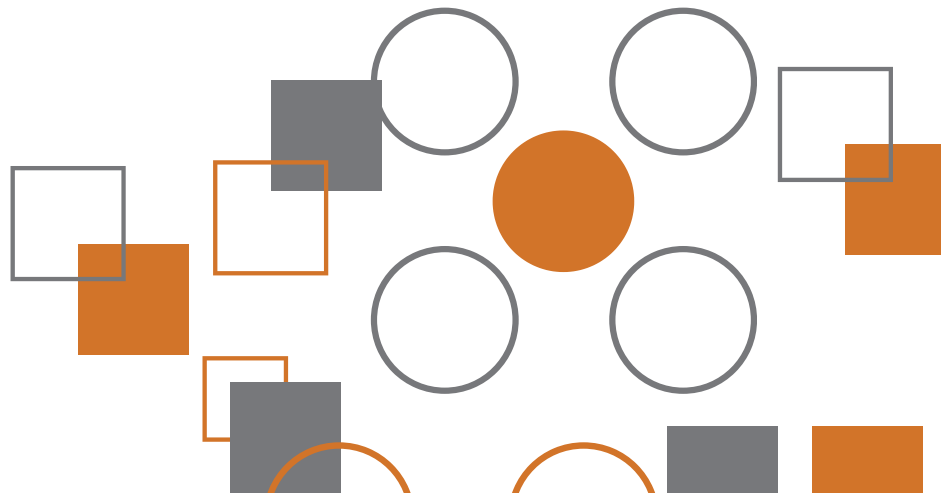
# PERSONAL APPEARANCE - 804



3. Employees are required to wear work appropriate shoes of leather construction, completely covering foot, and sufficiently protecting foot from metal puncture or hot slag.

4. Employees are encouraged to wear steel toe or composite toe foot protection and may purchase protective footwear through payroll deduction.

5. Employees disregarding the above dress guidelines will be sent home to change clothes. The employee will not be compensated during such time away from work, and repeated violations of this policy will result in disciplinary action.



# EMPLOYEE BEHAVIOR - 805



## **POLICY:**

It is the policy of the Company that certain rules and regulations regarding employee behavior and conduct are necessary for the efficient operation of the Company and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the Company, or is offensive to customers or fellow employees will not be tolerated. All employees are expected to conduct themselves and behave in a manner both on and off duty, which is conducive to the efficient operation of the Company.

The following behavior is prohibited:

1. Treating customers, visitors, or fellow employees rudely or with disrespect.
2. Conducting self in an offensive or undesirable manner towards others. To include but not limited to, verbal threats toward persons or property, the use of vulgar or profane language towards others, disparaging or derogatory comments or slurs, unwanted sexual advances or flirtation, verbal intimidation, exaggerated criticism, or name calling.
3. Performing assigned tasks inefficiently or below quality standards.
4. Leaving work without prior approval from direct supervisor.
5. Theft, destruction, defacement or misuse of Company property or of another employee's property.
6. Falsifying or altering any Company record or report, such as an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, shipping, receiving records, or RAE Corporation activities.



# EMPLOYEE BEHAVIOR - 805



7. Threatening or intimidating management, supervisors, subordinates or coworkers.

8. Horseplay, pranks, or practical jokes that are offensive, destructive, or interfere in daily operations.

9. Not reporting to management suspicious, unethical, or illegal conduct by fellow employees, customers, or suppliers.

10. Refusal to follow a direct request from supervisor on a job related matter. This behavior is considered insubordination and will not be tolerated, unless a supervisor's request is unethical, illegal, or endangers the safety of the employee or another. Any request that is made by a supervisor that the employee feels is unethical, illegal, unsafe or against Company policy has the right to recourse including requesting to meet with the supervisor's superior or Human Resources to voice complaints of the request.

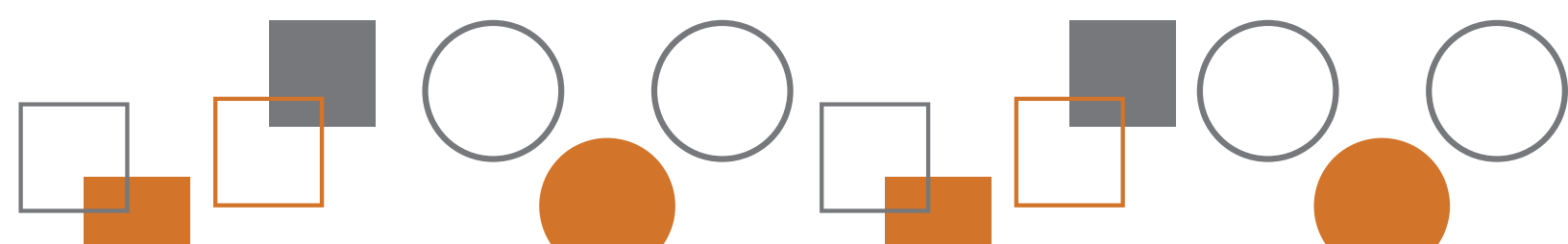
11. Unsatisfactory job performance.

12. Willful or wanton indifference to or neglect of required job duties;

13. Willful or wanton breach of any duty required by the employer;

14. The mismanagement of a position of employment by action or inaction;

15. Unexplained or excessive absenteeism



# EMPLOYEE BEHAVIOR - 805



16. Unexplained or excessive tardiness

17. Loafing or Loitering.

18. Unauthorized altering, removal or posting of material on RAE Corporation bulletin boards.

19. Willful, negligent or reckless acts concerning the RAE Corporation's property, vehicles or worksite, or the public's property.

20. Disclosure of confidential information of the RAE Corporation.

21. False, hostile or malicious gossip concerning the RAE Corporation or any of its employees.

22. Dishonest, immoral, indecent, or disorderly conduct.

23. Violation of a law.

This list of examples is not exclusive of the types of behavior and conduct that can lead to disciplinary action up to and including termination of employment without prior warning at the sole discretion of RAE Corporation.



## **POLICY:**

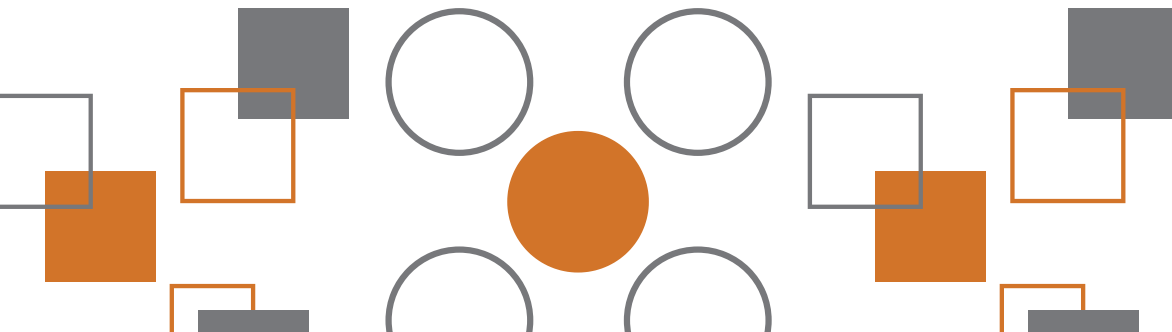
It is the policy of the Company that all employees are expected to discharge their financial obligations promptly so that creditors will not have to ask the Company for assistance in collecting amounts owed.

## **COMMENTS:**

1. The failure of an employee to meet his financial obligations may have an adverse effect on the employee's performance and does impose an administrative and financial burden on the Company in terms of extra bookkeeping and responding to and complying with court requirements.

2. It is the responsibility of the employee to notify the Accounting Department if a garnishment, IRS levy, child support order, or other similar order requiring payment from the employee's wages is received.

3. If a garnishment or similar proceedings are instituted against the employee, the Company will deduct the required amount from the employee's paycheck. The amount deducted from the employee's earnings will be in accordance with the laws of the State of Oklahoma.

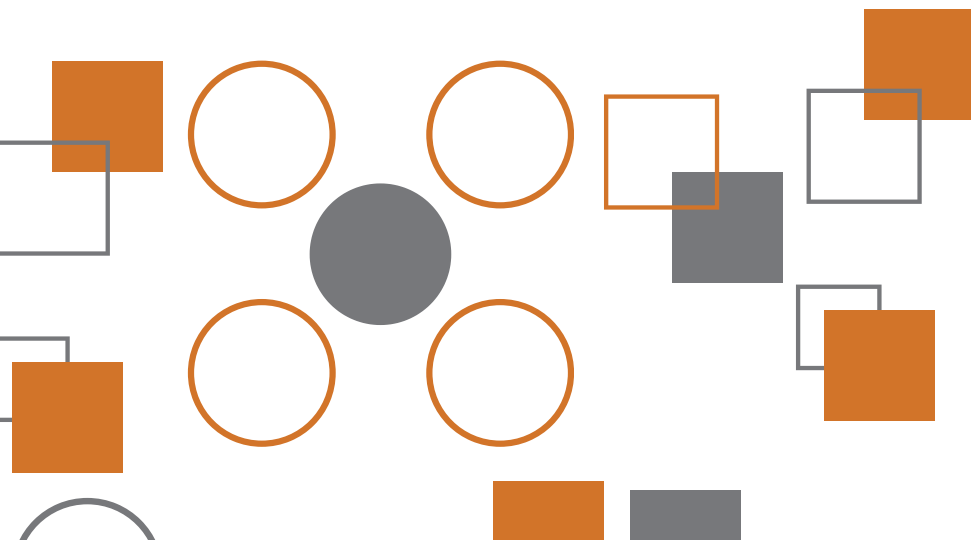


4. No employee will be terminated by reason of the fact that his earnings have been subjected to garnishment for two separate debts in one year. Child support garnishments do not apply and are not counted for one of the two debts. However, repeated garnishments for more than two debts in one year (child support excluded) may result in discipline up to and including termination. Case circumstances, job performance and management review will determine the level of discipline for each situation.

5. The Company will not deny employment to, or terminate the employment of any person solely because that person has filed a petition for bankruptcy.

6. The employee can expect that the Company will regard the personal finances of its employees as confidential. Information about an employee's personal finances will be shared only on a need-to-know basis. Although the employee's supervisor may need to know when an employee's financial obligations may have an adverse effect on his job performance.

7. In the event that an employee does not earn sufficient wages for any pay period so that the Company cannot deduct the amounts required by court order, then it is the responsibility of the employee to contact his debtors and make payment arrangements if necessary.



# EMPLOYEE PURCHASES - 807



## **POLICY:**

The Company will permit employees to purchase items for their personal use that are readily available through the Purchasing Department with the approval of their supervisor.

## **PROCEDURES:**

This exact process must be followed by employees requesting personal purchases through the Company.

- a) The employee must complete an Employee Purchase Form.
- b) The Accounting Department must document any other account balance for this employee on the form.
- c) This form must be submitted to his/her supervisor.
- d) The supervisor will approve or deny the purchase.
- e) The allowable spend amount will follow the same rules applied in Policy 803.

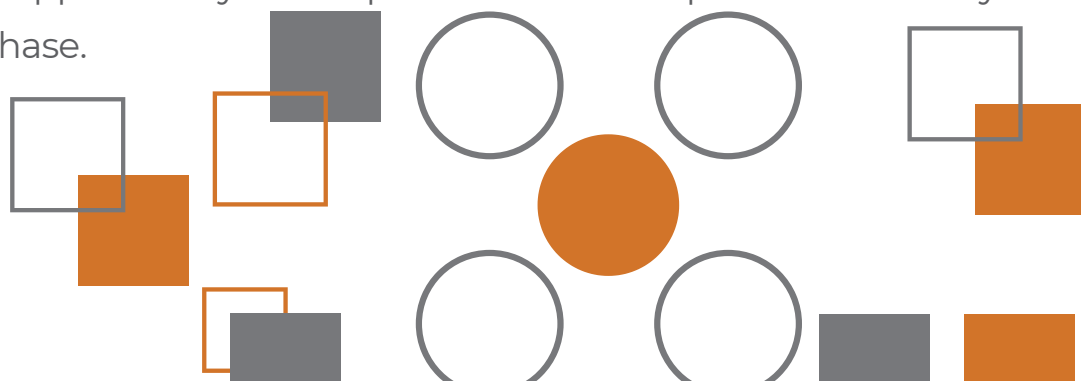
Amounts exceeding \$250 will require additional approval by department head.

f) The employee will then take the form with the dollar amount to the Purchasing Department. The purchase cannot exceed the amount stated on the Employee Purchase Form.

## **EXPECTATIONS:**

1. The Company can assume no responsibility for the quality or condition of merchandise ordered and received. Returns or refunds must be handled by the individual employee.

2. Personal purchases not approved by the supervisor must be paid for in full by check or cash prior to purchase.



# EMPLOYEE PURCHASES - 807



3. Supervisor approved personal purchases will be collected in 2 equal payments thru payroll deduction if not paid in full by check or cash prior to purchase.

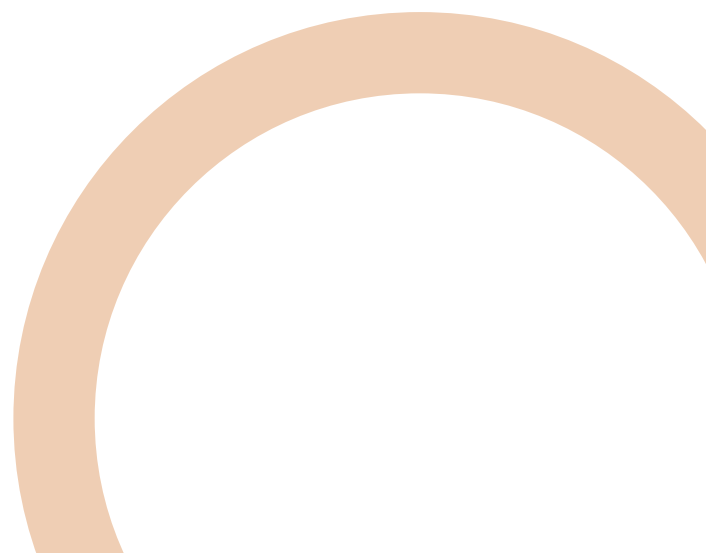
- a. The allowable spend amount will follow the same rules applied in Policy 803.
- b. Amounts exceeding \$250 will require additional approval by department

head.

4. The Company will pay 50% toward the purchase of approved safety shoes [or \$50 whichever is less]. The employee is limited to (1) one pair for a 12-month period. Employees may also agree to payroll deduction in the amount of \$10 per week to pay the remaining balance.

5. The Company will pay \$50 toward the purchase of approved prescription safety glasses. The employee is limited to 1 pair of glasses for a 12-month period. Employees may also agree to payroll deduction in the amount of \$10 per week to pay the remaining balance.

6. Depending on where the employee works in the plant, coat purchases may be financed through the Company. The employee is limited to one (1) coat purchase per year.



# ACQUIRING COMPANY PROPERTY - 809

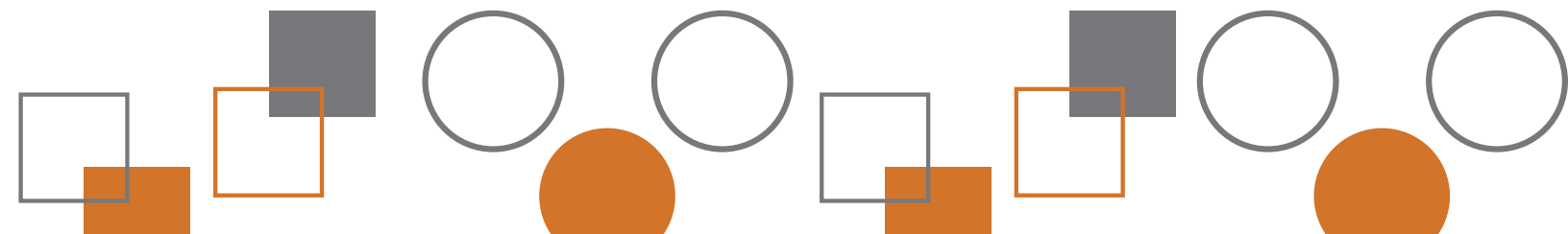


## **POLICY:**

It is the policy of this Corporation that all property/possessions of the RAE Corporation have proper written documentation when leaving premises.

## **COMMENTS:**

1. Only supervisors can sign the proper documentation for RAE property/possessions leaving the premises.
2. Each employee, when leaving the RAE Corporation premises, must show a packing list or proper documentation showing N/C (no charge) or payment received and the employee and supervisor must sign that documentation.
3. An employee must keep the packing list or proper documentation to prove the RAE Corporation property/possessions are in their possession legally. Any employee not able to produce proper documentation is subject to disciplinary action up to and including termination.



# EMPLOYEE LOCKERS - 810



## POLICY:

When lockers are provided:

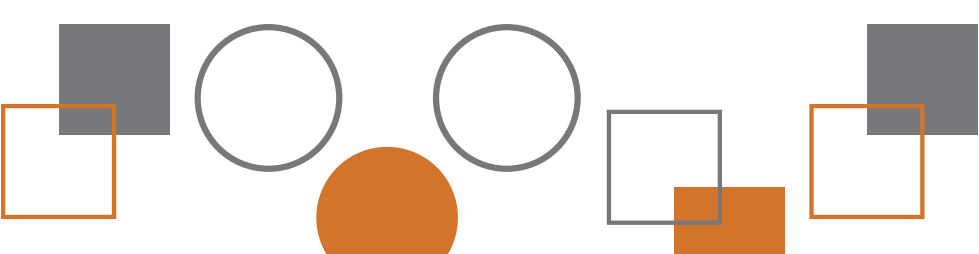
## COMMENTS:

1. The Company will not open that property and/or lockers, unless circumstances arise that make it necessary to open that locker.

**The RAE Corporation will fully cooperate with requests from law enforcement agencies or government agencies.**

2. Employees are not allowed to keep any illegal substances, stolen property, alcohol, or firearms in the Company property and/or lockers. Any employee caught with any of these items in RAE Corporation lockers whether locked or unlocked will be terminated for the first offense.

3. All Employees should not have any expectations of privacy with items stored in the lockers (see Policy 409).





# PARKING - 813



## **POLICY:**

Parking is available for employees and visitors of RAE Corporation. Employees working in the main office and stockroom may use the northwest parking lot, employees working in the manufacturing and test lab may use the southwest parking lot, and employees working in the building to the west of 54th St. MAIP may park in the graveled parking south of that building.

Employees are expected to be respectful of company property and coworkers while utilizing available parking.

## **COMMENTS:**

1. The northwest parking lot is defined as the parking lot directly outside of the main office entrance.
2. The southwest parking lot is defined as the parking lot directly south of the lab building.
3. Each employee is allowed one parking place. Taking (2) parking places is prohibited.
4. Parking in designated Visitor or handicap parking spaces unless the employee is handicapped is prohibited.
5. Employees that park in the wrong parking area will be asked to move their vehicles.
6. While parking on company property employee automobiles are subject to search at any time the company has reasonable cause to do so.
7. Employees with valid state issued handicapped permits will be provided appropriate parking.
8. Employees are expected to drive at a low rate of speed and in a safe and courteous manner while in the parking lots.



# EMAIL & INTERNET - 814

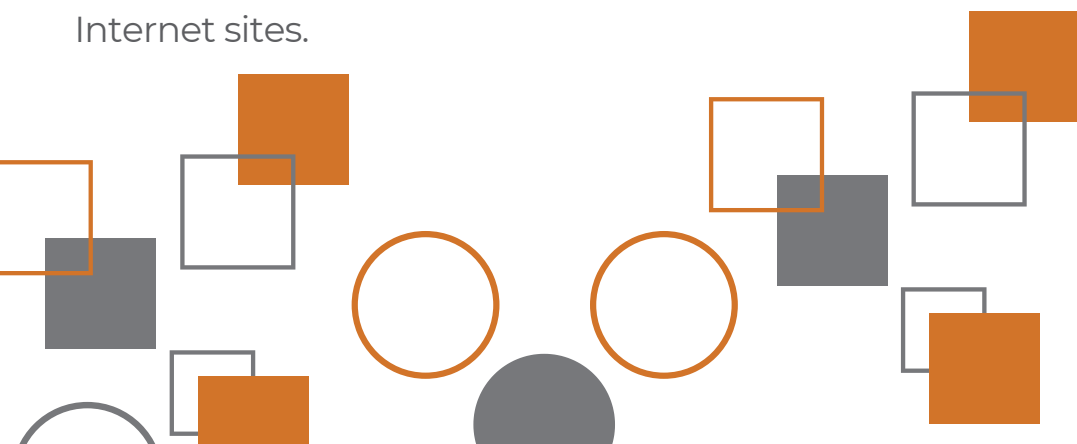


## **POLICY:**

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of RAE Corporation and as such are to be used solely for job related purposes. The use of any software and business equipment, including, but not limited to, telephone, PDA, facsimiles, computers, the Company's e-mail system, the Internet, and copy machines for private purposes is prohibited. Employees using this equipment for personal purposes do so at their own risk.

Further, employees are not permitted to use a password, or code, access a file or retrieve any stored communication unless authorized to do so; or unless they have received prior clearance from an authorized RAE Corporation representative. All passwords are the property of RAE Corporation. No employee may use a password or voice-mail access code that has not been issued to that employee or that is unknown to RAE Corporation. Moreover, improper or unauthorized use of the Email system or the Internet will not be tolerated. Employees who violate this policy are subject to discipline action, up to and including termination.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with RAE Corporation's legitimate business interests, authorized representatives of RAE Corporation may monitor the use of such equipment from time to time. Such monitoring may include but is not limited to Internet or telephone usage of any kind. This may also include listening to stored voice mail messages, reading archived emails, and storing and reviewing visited Internet sites.



# EMAIL & INTERNET - 814

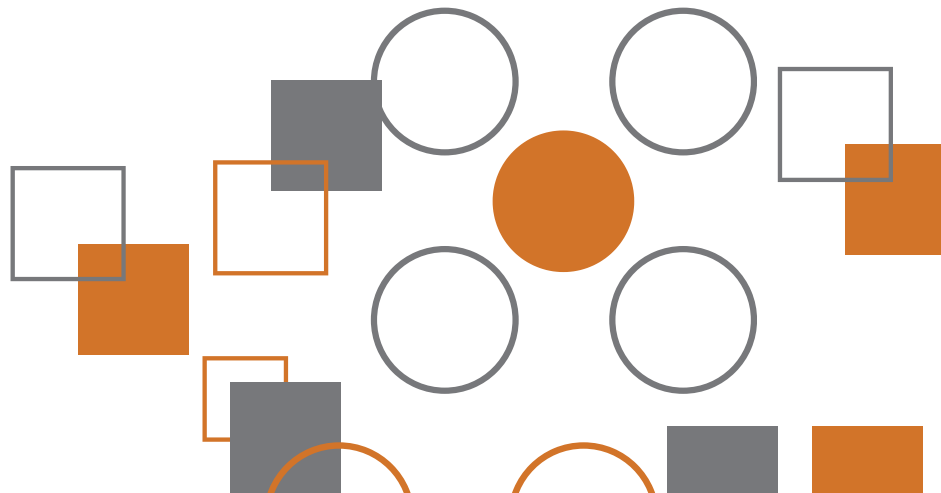


RAE Corporation provides access to the Internet. The Internet represents a useful tool for the Company in conducting its business, but like any other tool, it must be used properly. For purposes of this policy, Internet includes any public electronic data communications network.

As a requirement for using company provided laptops, cell phones, or PDA devices you are advised not to keep any passwords, Company credit card numbers or personal data that could result in identity theft or company security breaches. If your electronic device is stolen and as a result of this action your personal information is used to gain access to RAE Corporation computer systems, then a review and disciplinary action may be taken against you.

As soon as you are aware that your device is stolen you are required to inform the Police and Company employee in charge of the Cell phone accounts. You will also call the Information System Manger and request a new password for your company account which will be issued the next day. Your current account will be disabled within the hour for security reasons and your supervisor will be notified of the action.

As a condition of employment and continued employment, employees are required to sign an EMAIL, Internet, Telephone Communications, and Other Electronic Devices Employee Acknowledgement Form. Applicants are required to sign this form on acceptance of an employment offer by RAE Corporation. Employees who violate this policy are subject to disciplinary action up to and including termination.



## EMAIL, Internet, Telephone Communications, and Other Electronic Devices Employee Acknowledgment Form.

I have read and understand RAE Corporation Policy #814 – EMAIL, INTERNET, TELEPHONE COMMUNICATIONS AND OTHER ELECTRONIC DEVICES.

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of RAE Corporation. I also understand that these systems, including the Internet and telephone system are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I agree not to use a password, code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to RAE Corporation monitoring my use of this equipment at any time at its discretion. Such monitoring may include but is not limited to telephone communication, printing up and reading all E-Mail entering, leaving, or stored in these systems, listening to my voice-mail messages or monitoring and viewing Internet usage.

I agree to not keep any passwords, credit card numbers or personal data in any laptop, Cell Phone or PDA device that could result in identity theft or company security breaches.

\_\_\_\_\_ **EMPLOYEE SIGNATURE**

\_\_\_\_\_ **EMPLOYEE PRINTED NAME**

\_\_\_\_\_ **DATE**

# KEYCARDS - 815



## **POLICY:**

In order to enter into the RAE Corporation office building, all office workers will be assigned a keycard.

## **COMMENTS:**

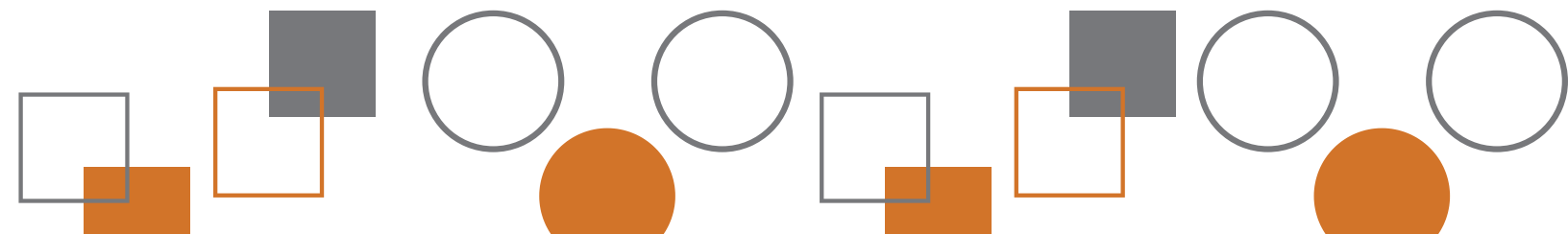
1. Employees are prohibited from loaning their keycard to another employee. Keycards are assigned for the sole use of that employee and may not be transferred to or loaned to any other individual.

2. When a keycard is lost or stolen it should be reported immediately to the Information Systems Department at extensions #142 or #186 during working hours or 918-645-8211 after working hours. The employee will be issued another keycard at the cost of \$5.00.

3. Employees are prohibited from granting an unauthorized person access into the building after work hours. (Unauthorized means any person that is not a RAE Corporation employee or does not have business with the RAE Corporation).

4. RAE Corporation has the right to deny access to anyone.

**Violating this policy will result in disciplinary action up to and including termination for the first offense.**



# PERSONAL CELL PHONE - 816



## **POLICY:**

It is the policy of this Company that employees are allowed to use their cell phones during work hours as long as employees use the guidelines below.

## **COMMENTS:**

**1. Employees are permitted to use cell phones during lunch and break times only.**

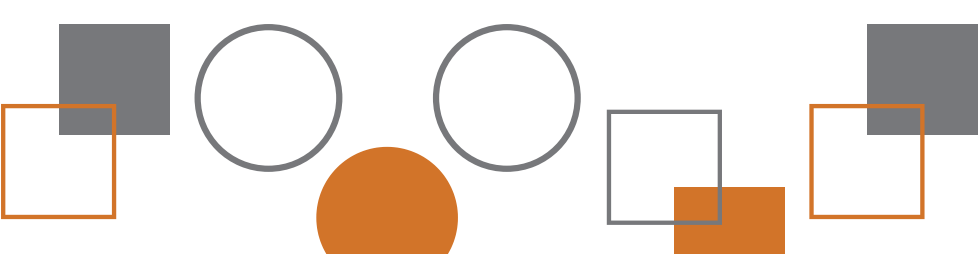
2. Employees are not permitted to make or receive personal cell phone calls, text messages, and access internet via phone or engage in social media during working hours.

3. Emergency calls must go through the switchboard.

4. Under specific circumstances and with direct permission from management, employees may be granted access to a cell phone for business purposes only.

5. Under special circumstances (i.e. birth of a child, medical procedure, etc.) the supervisor can approve the availability of a cell phone during working hours.

6. Employees are not permitted to make or receive phone calls, send or view text messages, or otherwise use cell phones, PDAs, or other electronic devices while driving Company vehicles, operating Company equipment (including forklifts, golf carts, lifts, tractors, etc.) or driving rentals or other vehicles consigned to business related travel. If using a phone with a hands-free device, an exception can be made.



# GOLF CART OPERATIONS - 817



## **POLICY:**

The following are basic rules of operating and maintaining golf carts used for work and personal transportation at RAE Corporation.

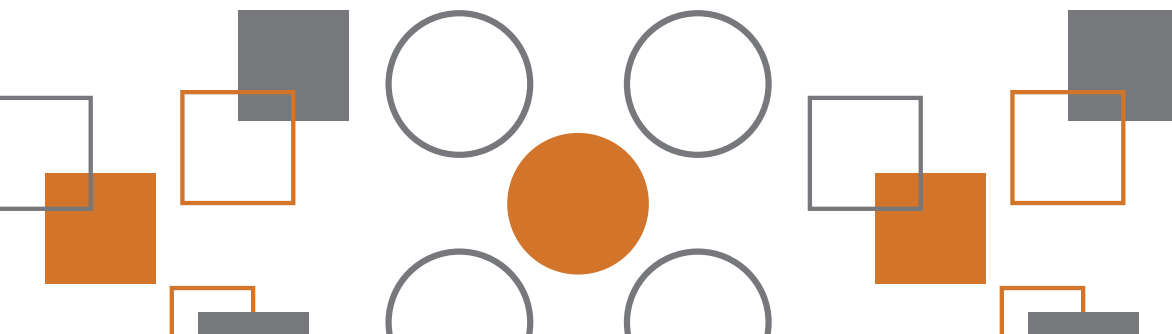
## **COMMENTS:**

**1. Travel Speed:** The maximum speed of a golf cart depends upon the terrain over which it is being driven, the weather conditions, and the total weight of the golf cart, passengers, and any equipment being carried. A golf cart should be operated at a speed equivalent to a well paced walk but no faster than five (5) mph. Golf cart operators will observe all Oklahoma vehicle traffic laws such as lane of travel, stop signs, legal passing of other vehicles, etc.

**2. Passengers:** Most golf carts are designed to carry one (1) driver and one (1) passenger. A golf cart will not be operated with more passengers than it is designed to carry. All occupants in the golf cart shall keep hands, arms, legs, and feet within the confines of the golf cart at all times when the cart is in motion.

**3. Pedestrian:** At RAE Corporation, the pedestrian always has the right-of-way. Operators of golf carts will permit this right-of-way.

**4. Storage:** When the golf cart is not in use, the operator will place the golf cart control lever in the “neutral” position, set the parking brake and remove the key.



# GOLF CART OPERATIONS - 817



**5. Operator Safety:** Before operation, the operator will check for proper tire condition and inflation, and check brakes for proper operation. The operator will check for any indication of battery fluid leaks such as wet spots under the unit. If the golf cart is in need of repair or maintenance, the unit will be taken out of service and maintenance will be notified.

**6. Battery Recharge:** Only an approved battery charger will be use to recharge the batteries, designed to shut off automatically when the batteries are fully charged. Do not charge near an open flame or source of ignition.

## **7. Operations:**

- Always lock and secure the golf cart when not being used, such as when storing overnight
- Never back up without looking at what is behind
- Never shift gears while the vehicle is in motion
- Never exceed the safe speed limit.
- Never operate the golf cart with more passengers aboard than the golf cart is designed to accommodate
- Always obey all traffic rules and regulations
- Reduce speed to compensate for inclines, pedestrians, and weather conditions.
- Maintain adequate distance between vehicles
- Approach sharp or blind corners with caution
- Keep hands, legs, feet, and arms inside the confines of the golf cart when it is in motion.

**Violations that are severe in nature can result in immediate termination.**





## GUIDELINES

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with RAE Corporation, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow coworkers or otherwise adversely affects customers, suppliers, people who work on behalf of RAE Corporation or RAE Corporation's legitimate business interests may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow coworkers, customers, members, suppliers or people who work on behalf of RAE Corporation. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your coworkers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, coworkers or suppliers, or that might constitute harassment or bullying.



Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

## **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about RAE Corporation, fellow coworkers, customers, suppliers, people working on behalf of RAE Corporation or competitors.

## **Post only appropriate and respectful content**

- Maintain the confidentiality of RAE Corporation trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a RAE Corporation website without identifying yourself as a RAE Corporation employee.

- Express only your personal opinions. Never represent yourself as a spokesperson for RAE Corporation. If RAE Corporation is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of RAE Corporation, fellow coworkers, customers, suppliers or people working on behalf of RAE Corporation. If you do publish a blog or post online related to the work you do or subjects associated with RAE Corporation, make it clear that you are not speaking on behalf of RAE Corporation. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of RAE Corporation.”

## **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Email and Internet

Policy. Do not use RAE Corporation email addresses to register on social networks, blogs or other online tools utilized for personal use.

## **Retaliation is prohibited**

RAE Corporation prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## **Media contacts**

Coworkers should not speak to the media on RAE Corporation’s behalf without contacting an Executive of RAE Corporation. All media inquiries should be directed to them.

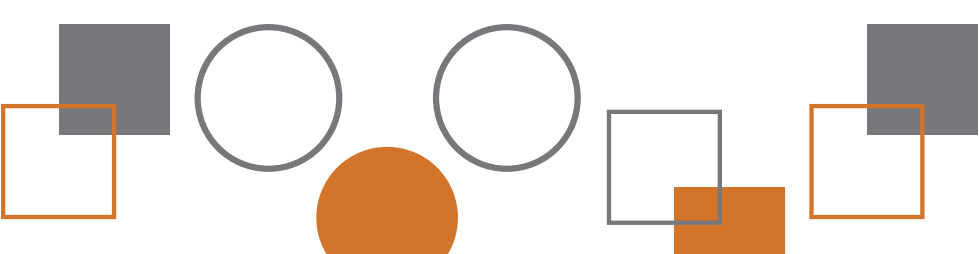


# VISITORS - 901



For the safety and security of RAE Corporation, its employees and guests, RAE Corporation limits access to our facilities beyond the main lobby to employees only. Visitors may enter beyond the main lobby area only within the guidelines below:

- Visitors are identified as anyone not currently employed by RAE Corporation and who are visiting or meeting with employees of RAE Corporation.
- Visitors will enter and exit the building through the main lobby entrance.
- Visitors must sign in with our Director of First Impressions and identify the purpose of their visit when arriving.
- An Executive of RAE Corporation can give authorization for an employee to give a tour of the plant to a family member or friend.
- Visitors escorted into the manufacturing, test lab or maintenance shop will be issued safety glasses and required to wear closed toe/closed heel shoes.
- Visitors will be accompanied by an employee of RAE Corporation during their visit.
- Visitors will be announced to the host employee by the Director of First Impressions and will meet the host employee in the main lobby.
- Visitors must sign out with our Director of First Impressions when leaving.
- Visitors are not authorized to take photos while on RAE Corporation property without authorization from an Executive of this company.



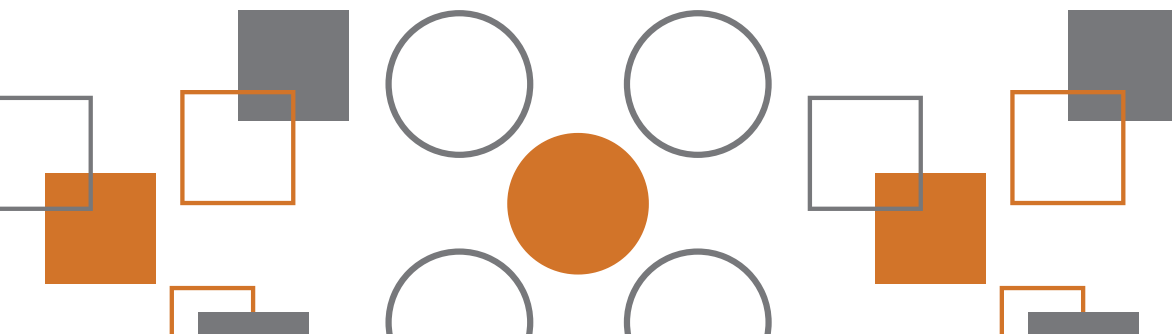
## **Comments on specific types of visitors:**

Vendors and delivery trucks may enter the facility through the stockroom (gate #2). Vendors and drivers will be restricted from passing beyond the stockroom without authorization from stockroom personnel.

Truck drivers scheduled to pick up shipments will enter the facility through the shipping yard (gate #3). Drivers will be restricted from entering into the facility without authorization from shipping personnel.

All contractors will report to the main lobby and sign in with the Director of First Impressions when arriving. Contractors must review the Contractor Safety Program, review the Emergency Action Plan, provide an appropriate certificate of insurance and have been approved to begin work on behalf of RAE Corporation prior to beginning work at this facility. After signing in with the Director of First Impressions, an employee of RAE Corporation will be contacted to escort the contractor to the location where work will be performed.

Children of employees (or children in general) are not permitted in production facilities, no exceptions. Parents requesting to provide tours to their teenage children must submit a request to the Human Resources department for approval prior to bringing their child on site. Departments utilizing RAE property for baby showers or other similar events will need to review policy 802, Use of Facilities before planning such events. Events involving children will need to be approved by department manager and scheduled in a conference room or common area not located in the production environment.



# CONSENT TO PHOTO RELEASE - 902



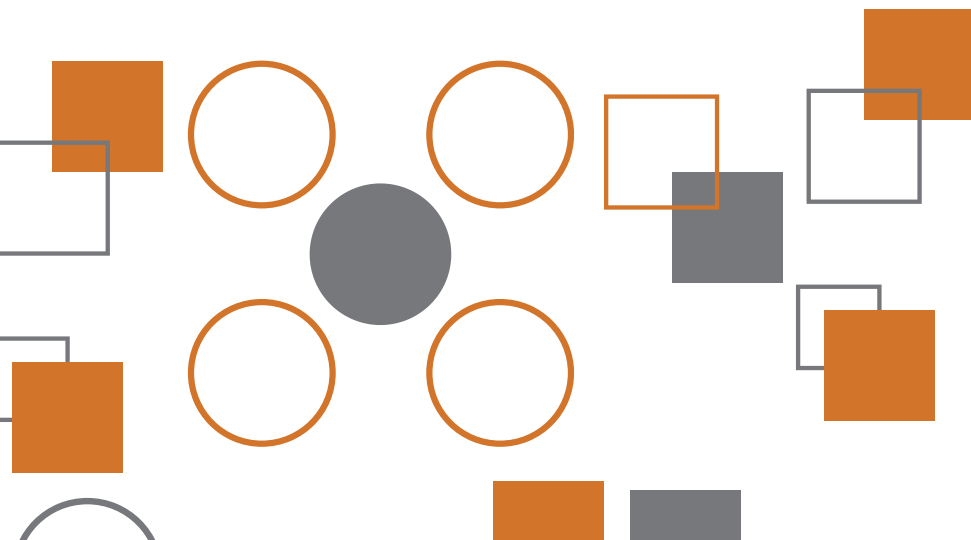
## **POLICY:**

RAE Corporation may take photographs or videos of employees, individually or in groups, while working, during company events or for use in company publications such as, but not limited to, the employee directory, employee newsletters, industry publications, RAEvision, or company literature or advertisement.

RAE Corporation employees consent to having their photograph or videos shown and used by the Company.

## **PROCEDURES:**

RAE Corporation employees are required to sign a Consent to Photo Release Form to be maintained in their respective personnel file.



# CONSENT TO PHOTO RELEASE - 902



## CONSENT TO PHOTO RELEASE FORM

I do hereby give my written consent to RAE Corporation to use my picture and/or voice for slide or film/video tape purposes, including the use of pictures on RAEvision, the RAE Corporation employee directory, on RAEpoint, in the employee newsletter, the gRAEpevine, on television and in magazines and newspapers, wherever, whenever and in whatever manner they shall desire, consistent with good taste which will not be derogatory, degrading or detrimental to me in any way. I understand that I will not receive any compensation, neither now nor in the future, for the above.

\_\_\_\_\_ EMPLOYEE OR APPLICANT SIGNATURE

\_\_\_\_\_ EMPLOYEE OR APPLICANT PRINTED NAME

\_\_\_\_\_ DATE

