



EMPLOYEE HANDBOOK



**CREATING THE SPACES
WHERE PEOPLE THRIVE.**

MISSION

Delivering premium architectural interiors to our customer's exacting standards and timelines.

VISION

In addition to building the physical spaces where our customers thrive, we create a work environment where our employees thrive as well.

VALUES

Innovation - We are committed to daily improvements in our processes, products and people.

Respect - We honor the beliefs, values, and talents of our coworkers, customers, and vendors.

Profitable - Through effective and efficient execution, Old City provides value to both our customers and to our company.

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1.0 About the Handbook

The purpose of this handbook is to familiarize you - the employee – with the policies and rules at Old City Millwork, Inc. Keep and use this as your reference. The information in this handbook supersedes any policies that may previously have been expressed or implied, either written or spoken. Compliance with the policies within this handbook is compulsory for all employees. The company reserves the right to interpret this handbook's content as it sees fit, and to deviate from policy when necessary. When there is a change in policy, the handbook will be updated. Click the link below for the latest version so you remain up to date. If you have any questions or need clarification on any part of this handbook, please see the Office Manager.

The contents of this handbook are confidential and are not to be distributed or shared with anyone outside the company. This handbook remains the property of Old City Millwork, Inc. and must be returned upon request.

<https://www.oldcitymillwork.com/knowledge/page/279>

CONTACT

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Memphis, Tennessee 38112
+1 (901) 454-1855
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HOURS OF OPERATION

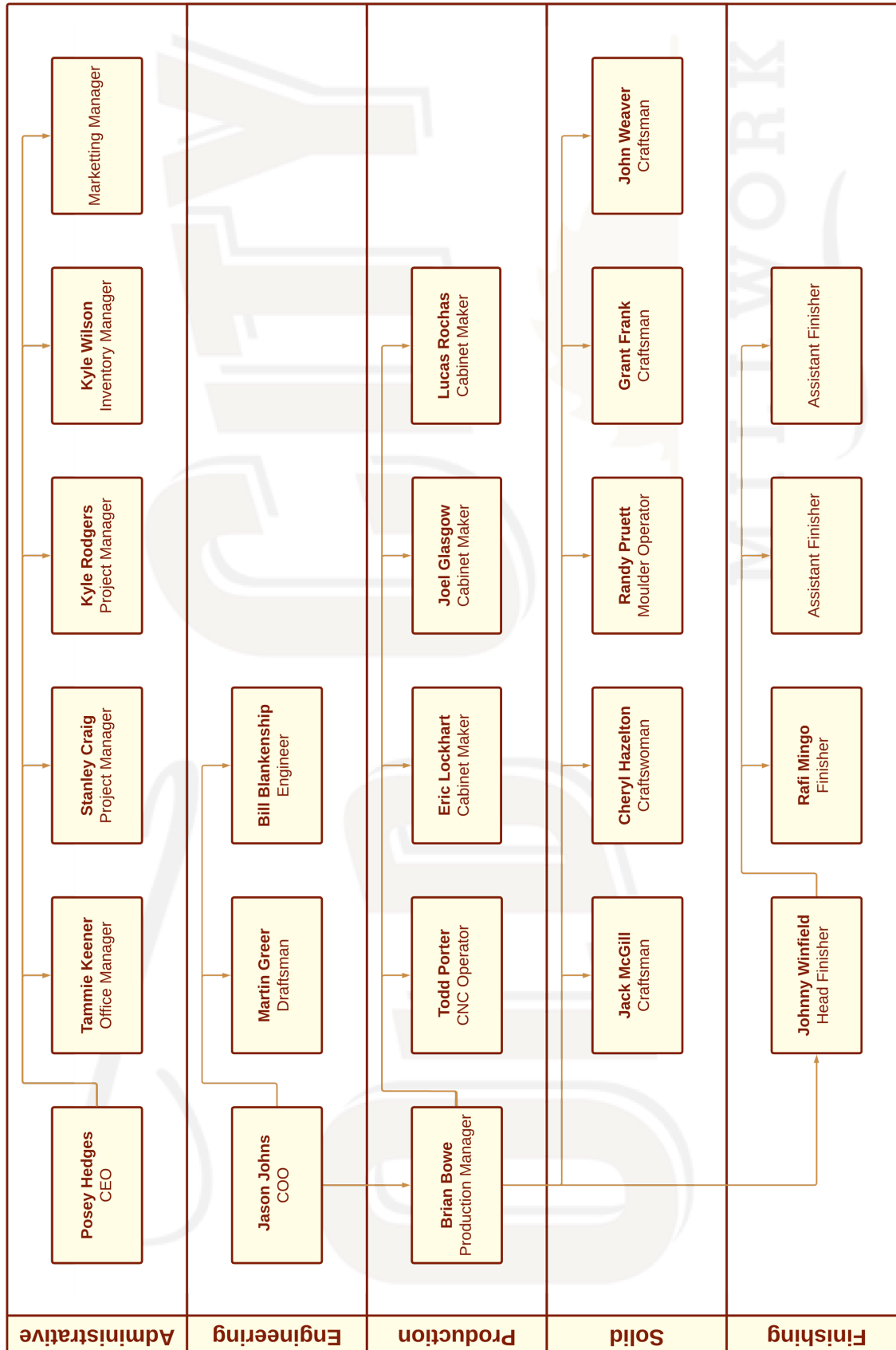
Monday through Friday
Shop: 6:30 AM – 3:00 PM
Office: 7:30 AM – 4:00 PM

FEDERAL HOLIDAYS

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

2. Company Operations

The organization of the company is shown in the chart on the following page:



CREATING THE SPACES WHERE PEOPLE THRIVE.

3.0 Equal Opportunity; Immigration Law

3.1 Equal Opportunity Statement

Old City Millwork, Inc. is an equal employment opportunity employer and does not discriminate against employees or job applicants based on race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in company sponsored activities, termination, and all other terms, conditions, and privileges of employment.

3.2 Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), Old City Millwork, Inc. only employs individuals who are legally authorized to work in the United States. Furthermore, Old City Millwork, Inc. does not continue to employ any individual whose legal right to work in the United States has been terminated.

CIS Form I-9 and E-Verify are used to verify the employee's identity and employment eligibility. Employees must complete the employee section of Form I-9 and provide the required documentation supporting his or her identity and employment eligibility before the employee may begin working.

3.3 Americans with Disabilities Act Compliance

Old City Millwork, Inc. adheres to the Americans with Disabilities Act (ADA) and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment unless the accommodation would cause an undue hardship to the employer.

An individual with a disability is a person who:

- (1) Has a physical or mental impairment substantially limiting one or more major life activities;
or
- (2) Has a record of such impairment; or
- (3) Is regarded as having such an impairment.

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of the position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job unless the accommodation would create an undue hardship.

If an employee needs an accommodation under the ADA, the employee should immediately notify the Office Manager.

4.0 Policies and Rules

4.1 Employment – Classifications

Employees of Old City Millwork, Inc. are “employees at will.” This means that either the employee or Old City Millwork, Inc. may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Any information outlined in this Handbook or in any other Old City Millwork, Inc. document does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for ‘just cause’. These documents do not create an express or implied contract of employment for a definite and specific period of time between the employee and Old City Millwork, Inc. or otherwise create express or implied legally enforceable contractual obligations on the part of Old City Millwork, Inc. concerning any terms, conditions, or privileges of employment. Any documents or statements, written or oral, prior, current, or future, that conflict with the employment at will policy are void.

Regular Full-Time is an employee who has met the thirty (30) day provisional period, whose position has no termination date and who is regularly scheduled to work forty (40) or more hours per week. Full-time employees may be either hourly or salaried employees.

Regular Part-Time is an employee who has met the thirty (30) day provisional period, whose position has no termination date and who is scheduled to work at least one (1) or more hours, but less than forty (40) hours per week. A part-time employee may be eligible for benefits but does not accrue paid time off.

Temporary Employee is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee is ineligible for benefits and does not accrue paid time off.

Provisional Employee is an employee who has not yet completed the thirty (30) day provisional period after first being hired.

4.2 Confidentiality

As the result of employment at Old City Millwork Inc., employees will acquire and have access to confidential information belonging to Old City Millwork, Inc. of special and unique value. This includes such matters as Old City Millwork Inc’s personnel information, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, records, business plans, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information specific to Old City Millwork, Inc.

As a condition of employment with Old City Millwork, Inc., employees must and hereby do agree that all such information is the exclusive property of Old City Millwork, Inc. and the employees will not at any time disclose to anyone, except in the responsible exercise of their job, any such information, whether it has been designated specifically as “confidential” or not. Signing a separate confidentiality agreement further clarifying this policy at Old City Millwork, Inc’s requests may also be a condition of continued employment with Old City Millwork, Inc.

If an employee is ever unsure of his or her obligations under this policy, it is the employee’s responsibility to consult with your Manager or the Office Manager for clarification.

4.3 Personal Information

It is important that the personnel records of Old City Millwork, Inc. be accurate at all times. To avoid problems with employee's benefit eligibility, tax liability, or our ability to communicate with the employee regarding any changes, Old City Millwork, Inc. requires that the employee promptly notify your Manager or the Office Manager of any change in the employee's name, home address, telephone number, number of dependents, or any other information pertinent to the employee's employment with Old City Millwork, Inc.

4.4 Attendance and Punctuality

Old City Millwork, Inc. believes that a good record of attendance and punctuality is an essential component of good work performance. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees are also expected to remain at work for the entirety of the work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided.

If, for any reason, an employee is unable to report for work on time, the employee is required to send an email with a description of his or her issue to attendance@oldcitymillwork.com as soon as possible to notify management before the start time of the employee's regular shift. If an employee is unable to remain at work until the end of his or her shift, the employee is required to seek approval from your Manager before leaving work.

Except for Sick Pay, all time off must be requested at least 2 weeks in advance and should be submitted online from within your Odoo account. (See Sick Leave and other categories for specific details outlined below).

Excessive absences and/or tardiness may result in disciplinary action, up to and including termination. Excessive absence is defined as two (2) or more unexcused absences during a single month and excessive tardiness is defined as three (3) or more episodes of tardiness in a single month.

4.5 Dress Code

Employee of Old City Millwork, Inc. must maintain a clean, safe, and professional appearance. Attire should be consistent with the type of work performed as well as being appropriate for the position held, and the image Old City Millwork, Inc. seeks to project. Everyone's job might require them to purchase, and wear approved clothing for their job. This includes but is not limited to closed-toe shoes, work pants and shirts. Clothing must be neat and clean. Personal grooming and hygiene are also essential and should contribute to a professional appearance.

Management, sales personnel, and those employees who are in contact with the public, are expected to dress in accepted business tradition. Please discuss with your Manager any further questions about expected attire.

4.6 Work Hours & Overtime Pay

The normal workday is eight (8) hours, and forty (40) hours represents a normal work week, commencing at 12:01 AM Monday and ending at midnight on the following Sunday.

Hourly employees may work overtime only when this work is approved in advance by a manager. Any employee who works overtime will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week. No weekend work is permitted without approval from the Manager.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours worked are counted. Time off from work, such as holidays, paid time off, sick pay, bereavement, or jury duty, is not counted as hours worked even if the employee is paid for such time off.

4.7 Time Clock & Time Keeping

Where applicable, employees must clock in at the start of their shifts, clock out and back in for the lunch break, and clock out at the end of the shift. If a clock-in or clock-out is missed or if no time clock is available, employees are required to fill out a time exception form to record the time neatly and legibly in writing. Please ask the Office Manager for the location of the time exception forms. Once the exception form is completed, place the form in the wall box outside the Business Office. Your Manager will review the exception form, consult with the employee if there are any questions or concerns, sign off on the form, and submit the form to the Office Manager so the adjustment can be made. Employees are not allowed to clock in or out for another employee. Failure to clock in and out may result in loss of pay for unverifiable work, and, for repeated failure to use the time clock, in disciplinary action, up to and including termination. Time exception forms must be completed accurately. Falsifying a time exception form is a fraudulent act for which an employee may be prosecuted.

4.8 Lunch Period, Break, & Personal Communications

Employees are allowed a daily thirty (30) minute unpaid lunch break. Lunch breaks will generally be taken on a staggered schedule between 11:30 AM and 1:00 PM so that the employees' lunch breaks do not impact the day-to-day operations of Old City Millwork, Inc.

Employees are also allowed a fifteen (15) minute paid morning break between 9:30 AM and 9:45 AM. Employees should remain on the property during this break. Any other breaks during the workday must be approved in advance by your Manager and shall not be paid.

Personal calls and internet use are not allowed on company time. Personal devices and communications should only occur during breaks, at lunchtime, or with your Manager's permission. Abuse of this policy may result in disciplinary action up to and including termination.

4.9 Safety & Accident Rules

Safety is our priority at Old City Millwork, Inc. We provide a clean and hazard-free environment in accordance with the Occupational Safety and Health Act of 1970.

Employees are expected to take part in maintaining this environment. Employees should observe all posted safety rules; adhere to all safety instructions provided by their manager and use safety equipment when required. It is the responsibility of the employees to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

Employees may be required to purchase and maintain some of their own safety equipment. Any issues with the company provided safety equipment should be reported to your Manager. If ever there are unsafe working conditions, report the problem to your Manager immediately.

All work-related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state in which we operate.

If a work-related accident occurs, the employee is required to report the accident immediately to either their manager or the Office Manager. If neither is available, report the accident to another member of management, at which time, management will work with the employee to complete the necessary Worker's Compensation forms and ensure a physician is selected from the Worker's Compensation Physician panel for treatment so the medical care will be covered by the company's Worker's Compensation insurance.

4.10 Smoking, Vaping & Smokeless Tobacco

Tobacco use is permitted outside of the building, away from entrance and exit doors and during scheduled breaks only.

4.11 Use of Company Property

Old City Millwork, Inc. will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from the premises unless approved by your direct Manager. This includes but is not limited to company vehicles, telephones, tools, materials, etc.

Any items or packages taken from the workplace are subject to inspection at any time. Likewise, any personal storage space provided to you is also subject to inspection at any time.

Use of Old City Millwork, Inc's stationery, office supplies, or postage for personal use is strictly prohibited.

Use of radios, audio headsets, and televisions, company-owned or otherwise, is at the discretion of management only, and – if allowed – must be used in a manner that does not interfere with the safety of the workplace or with the ability of others to perform their work. Permission for use will be granted on a case-by-case basis and can be rescinded at any time without explanation.

4.12 Use of Company Computers, E-mail & Internet

Employee use of company computers, printers, peripherals, and electronic equipment is for job-related or approved activities only. Inappropriate use of company computers may subject the employee to discipline, up to and including termination.

Inappropriate use includes, but is not limited to the following:

- A) Use of company computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your Manager immediately.
- B) Loading software that is not approved in advance by management.
- C) Making illegal copies of licensed software.

- D) Using software that would provide unauthorized access to the company's computers or would disrupt the company's equipment in any way.
- E) Using company computers, printers, or email for personal and/or non-company related use, unless authorized by your Manager.

Any message or file created or emailed using any company computer is the property of Old City Millwork, Inc. Employees should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Old City Millwork, Inc. and Old City Millwork, Inc. reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a company computer, including email.

If provided, company email accounts are strictly for business communication only and not for personal use. Except as authorized by your Manager in the course of the employee's work duties, employees are not authorized to access the computer(s), email account(s), or files of any other company employee.

If provided, internet access is likewise strictly for business purposes only and is not for personal use. Old City Millwork, Inc. reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of the internet at any time, with or without notice, and with or without an employee's permission. Employees should have no expectation of privacy or confidentiality with respect to any use of the internet at work.

4.13 Substance Abuse Policy

Old City Millwork, Inc. takes the matter of drug and alcohol abuse seriously and is committed to providing a work-place free of such substances. This policy applies to all employees of the company regardless of employment status.

No employee is allowed to consume, possess, sell, or purchase any alcoholic beverage on any property owned by Old City Millwork, Inc. or in any vehicle owned or leased by Old City Millwork, Inc. No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Old City Millwork, Inc. The exceptions are over-the-counter pain relievers and the like, used as intended and directed, and any other drugs that have been prescribed to the employee, and which are being used as prescribed by the doctor.

Old City Millwork, Inc. will not tolerate employees who are impaired by or under the influence of alcohol or drugs while working.

Violations of alcohol or drug use posing a threat to the safety of other people or property must be reported. Employees who violate our Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

As a part of Old City Millwork, Inc's policy to ensure a drug and alcohol-free workplace, within the limits of applicable federal and state laws, Old City Millwork, Inc. reserves the right, in its sole discretion, to test for drugs and alcohol. Some such situations may include, but are not limited to the following:

- A) In conjunction with an offer of employment with Old City Millwork, Inc.
- B) If there are reasonable grounds for believing an employee is under the influence of alcohol or drugs
- C) As part of an investigation into any accident in the workplace or in a company vehicle in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident

- D) On a random basis, where allowed by statute
- E) As a follow-up to a rehabilitation program, where allowed by statute
- F) As necessary for the safety of employees, customers, or the general-public as allowed by statute

All tested employees will be able to receive a copy of the laboratory results that certify the results and the testing done. It is a condition of employment and continued employment with Old City Millwork, Inc. that all employees comply with the Substance Abuse Policy.

4.14 Harassment & Discrimination Policy

Old City Millwork, Inc. is proud of its work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment, whether verbal, physical, or arising out of the work environment, and whether in the workplace, at work assignments off-site, at company-sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

Old City Millwork, Inc.'s general harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment based on race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, or any other status or condition protected by applicable federal, state, or local laws.

For purposes of this policy, sexual harassment is defined as follows:

Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gestures, text messages, and emails; and display in the work place of sexually suggestive objects or pictures.

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes, text messages or emails, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964. Old City Millwork, Inc. is a multi-cultural corporation, and we must all be sensitive to and tolerant of the backgrounds of others. When in doubt, do not say it or do it.

If an employee believes that he or she has been the victim of harassment or discrimination in the workplace, the employee should take the following steps:

- 1) Report and discuss the matter with your Manager or the Office Manager.

2) If an employee believes his or her Manager to be the source or a participant in the harassment, report this to the Management. Old City Millwork, Inc. will investigate and attempt to resolve any complaints, as well as take any warranted disciplinary action, as soon as possible.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited, and should be reported immediately.

4.15 Performance Reviews; Provisional Period

Each new or promoted employee will be given a written job description which details the requirements and expectations of the new position. Performance reviews will normally be conducted annually on or around the date of hire; except for the review at the end of the thirty (30) day provisional period.

Employee reviews are based on job description and work performance. Wage changes will be based upon reviewing these results as well as the employees' dependability, cooperation, attitude, and any disciplinary actions that have been taken. Management will review and discuss with the employee his or her hourly or salary wage, job position and expectations during the review.

During the thirty (30) day provisional period of employment, employees will not be considered a regular employee until satisfactorily completing this required period. The purpose of the provisional period is to determine the employee's job satisfaction and to allow Old City Millwork, Inc. to evaluate the employee's job performance. Should job performance be unsatisfactory, the provisional employee may be terminated without prejudice at any time for any reason during this period. During this provisional period, employees may or may not be eligible for some of the benefits offered by Old City Millwork, Inc. to regular employees.

4.16 Payroll

Employees are paid on the regularly scheduled payday following the week in which the work was performed. Paydays are on Fridays and on a bi-weekly schedule. Direct deposit of pay checks is mandatory and paycheck stubs can be picked up from the Office Manager during normal business hours.

If an error is detected on an employee's paycheck, the Office Manager should be notified immediately. Every effort will be made to remedy the discrepancy as quickly as possible.

Old City Millwork, Inc. will deduct Federal Social Security, Income Tax, and all other legally required deductions from your payroll each pay period. All other employee elected benefits, premiums, and contributions (if applicable) will also be deducted from the employee's payroll each pay period.

Old City Millwork, Inc. does not provide personal loans or advances.

4.17 Reporting Absences

If, for any reason, an employee is unable to report for work on time, the employee is required to send an email with a description of his or her issue to attendance@oldcitymillwork.com as soon as possible to notify management before the start time of the employee's regular shift. If an employee is unable to remain at work until the end of his or her shift, the employee is required to seek approval from a Manager before leaving work.

5.0 Benefits and Services

Except where required by applicable state or federal law, the benefits provided to employees by Old City Millwork, Inc. are subject to change at any time. Please communicate with the Office Manager if you have any questions concerning the benefits available to you as an employee of Old City Millwork, Inc.

5.1 Holidays

Old City Millwork, Inc. observes and is closed for the following national holidays:

- A) New Year's Day (January 1)
- B) Memorial Day (Last Monday in May)
- C) Independence Day (July 4)
- D) Labor Day (First Monday in September)
- E) Thanksgiving Day (Fourth Thursday in November)
- F) Christmas Day (December 25)

When a holiday falls on a weekend, Old City Millwork, Inc. will follow the observed date mandated by the Federal government. Regular full-time employees are paid eight (8) straight-time hours for each holiday.

5.2 Vacation

Old City Millwork, Inc.'s full-time, regular employees are entitled to the following paid vacation per year worked and based on length of employment:

Less than one year -----	Vacation begins accruing on the hire date but cannot be taken until the employee reaches the one-year anniversary date.
At least one year but less than 5 years -----	One (1) week of paid vacation
5 years but less than 10 years -----	Two (2) weeks of paid vacation
Over 10 years-----	Three (3) weeks of paid vacation

All requested vacation time must be submitted online at least two (2) weeks prior to the anticipated vacation date. Vacation time may be taken in hours and day increments. Old City Millwork, Inc. will make every effort to accommodate vacation requests; however, business circumstances may not permit all requests to be honored.

Employees may carry over any unused vacation accrual to the next calendar year, not to exceed forty (40) hours. Old City Millwork, Inc. does not pay cash for any unused vacation accrual under any circumstances.

5.3 Sick Leave

Old City Millwork, Inc. provides paid sick leave to eligible hourly and salaried employees when away from work due to illness. Employees will be limited to three (3) sick days per year unless otherwise approved by Old City Millwork, Inc. Sick leave may be used for the employee's own illness or to care for a sick child. If an employee is unable to work due to illness, the employee must notify management by emailing attendance@oldcitymillwork.com as soon as possible and at least thirty (30) minutes prior to the time the employee is to report to work.

On the job accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws in the state in which Old City Millwork, Inc. operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

5.4 Maternity Leave

Old City Millwork, Inc. employees who are full-time and have worked for at least twelve (12) consecutive months are allowed, upon submitting proper documentation, up to four (4) months of *unpaid* leave for adoption, pregnancy, childbirth and nursing an infant. Regarding adoption, the four-month period shall begin at the time an employee receives custody of the child. Additional time may be allowed under unusual circumstances, with acceptable documentation and with the permission of the employee's Manager.

5.5 Funeral Leave

Old City Millwork, Inc. allows three (3) days off with pay for a death in an employee's immediate family. Immediate family is defined as parents, spouses, children, brothers, sisters, mothers, fathers, grandparents, and grandchildren. For unusual circumstances, employees may request up to two (2) additional days; however, these additional days must be approved by the employee's Manager in advance and can be paid using either vacation accrual or sick leave.

Funeral leave for the death of anyone other than an immediate family member will require prior approval from the employee's Manager and can be paid using vacation accrual or sick leave.

5.6 Jury Duty

Employees are required to provide Old City Millwork, Inc. a copy of the jury summons as soon as possible after receiving it. Old City Millwork, Inc. will provide time off work for any employee who has been assigned jury duty and will pay the employee's regular wages, less compensation for jury service. The employee will be required to bring a pay slip showing what has been paid by the court so that the difference can be calculated.

5.7 Temporary Closings – Weather Policy

While Old City strives to avoid production disruption, temporary closings of the shop and offices may be necessary for inclement weather or other emergencies.

Old City leadership makes decisions about closure on a case-by-case basis. When severe weather is expected, our default option is to remain open. Employees should make their own decisions as to whether to risk driving in snow, ice, or other severe weather conditions.

In the event of temporary closure, regardless of the reason, employees will be informed by email as soon as possible once a decision has been made.

5.8 Personal Time Off – Brief Periods

There may be an occasion when you need a short period of unpaid time (less than two hours) during your regular work schedule to attend to personal matters, such as closing on a home loan, obtaining transportation after an auto accident, coping with a family emergency, etc. The decision to grant any personal time off is at the discretion of your Manager and must be requested prior to taking the time off.

5.9 Time Off for Voting

At Old City Millwork, Inc., we encourage our employees to vote, and each employee will be permitted the necessary time off to do so. Employees will be allowed three (3) hours and must request the paid voting leave by 12:00 noon on the day prior to the vote or election. This time is granted in case the employee is unable to vote before or after regular working hours.

5.10 Military Service

Old City Millwork, Inc. will allow time off work without pay for employees in the National Guard or Military Reserves who take approved leave for training purposes. Any accrued vacation time may be used for this period.

5.11 Health, Dental & Vision Insurance

Old City Millwork, Inc. makes health, dental and vision insurance available to eligible employees and their eligible family members. Old City Millwork, Inc. contributes one half the cost of the premium for the group member's medical benefit with the employee sharing the remaining cost. The employee contributes solely for the dental and vision insurance. Family members may be added to the plan at the employee's expense.

Eligible employees are all regular full-time employees who have completed thirty (30) calendar days of employment. Please contact the Office Manager for more information and details regarding medical, dental and vision insurance plans that are being offered.

5.12 Continuation of Medical-COBRA Insurance

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a qualifying event. COBRA legislation applies to employers with twenty (20) or more employees in the prior year.

Upon termination from Old City Millwork, Inc. for any reason, an employee has the right to continue group medical coverage through COBRA at group rates so long as the employee pays the required monthly premiums. COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Old City Millwork, Inc's health plan when a "qualifying event" would normally result in the loss of eligibility.

Under COBRA, you will pay the full cost of coverage at group rates plus an administration fee. Old City Millwork, Inc. will provide you with a written notice describing rights granted under COBRA when you become eligible for coverage under Old City Millwork, Inc's health insurance plan.

5.13 Workers Compensation

Old City Millwork, Inc. is committed to meeting its obligations under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. All work-related accidents, injuries, and illnesses must be reported immediately to your Manager, the Office Manager, or another member of management. Failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers' compensation insurance.

5.14 Retirement Plans

Under the Employee Retirement Income Security Act of 1974 (ERISA), employees may have the opportunity to participate in a retirement or other savings plan that allows employees to save for their retirement.

Contact the Office Manager for information and details on any retirement or other savings plans that are being offered and to determine your eligibility.

6.0 Separation from Employment

6.1 Layoff & Recall

There may be occasions when it becomes necessary for management to reduce staff at Old City Millwork, Inc. due to certain business conditions or for other reasons. On such occasions, Old City Millwork, Inc. will make decisions based on our business needs related to employee job functions and their performance. Your Manager or other company official will speak to you personally about your employment status as needed.

6.2 Resignation - Termination

You, as an at-will employee not subject to an employment contract, may choose to end your employment with Old City Millwork, Inc. at any time, with or without good cause.

You are requested to submit a notice of resignation in writing to your direct Manager, the Office Manager, or another member of management two (2) weeks or more prior to the date you intend your resignation to take effect, to assist Old City Millwork, Inc. in planning for your departure.

As an at will employee not subject to an employment contract, Old City Millwork, Inc. is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your work performance or compliance with the rules set forth in this Manual.

6.3 Automatic Dismissal

The commission of any offense considered serious enough by Old City Millwork, Inc.'s management, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of Old City Millwork, Inc.'s management, be followed by the immediate dismissal of that employee:

- * Making false statements or omitting pertinent facts on an employment application or in an employment interview.
- * Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during, the course of business.
- * Stealing or deliberately damaging the company's or other employees' property.
- * Possessing a weapon at work.
- * Reporting to work under the influence of alcohol, narcotics, or other drugs, unless the drug was prescribed for the employee by a physician
- * Falsifying or destroying company documents or computer files
- * Conviction of a felony offense and/or imprisonment.
- * Taking unauthorized leave or failing to report to work for more than three (3) consecutive days without notifying your Manager or another member of management
- * Transporting unauthorized passengers in company vehicles
- * Salespersons who make false claims about the product(s) or sell unauthorized products on company time

6.4 Exit Interview

Upon termination of employment, voluntary (by the employee) or involuntary (by the employer), with or without cause in both cases, a representative of Old City Millwork, Inc. may choose to have an exit interview with the departing employee.

During such interview, if any, the departing employee will be informed whether he or she is entitled to certain post-termination benefits such as unused vacation pay, and other post-employment related matters.

Any employee who terminates his or her employment or is terminated by Old City Millwork, Inc. shall return all files of any kind, keys, tools, and any other materials whatsoever that are the property of Old City Millwork, Inc.

Unless otherwise prohibited by applicable state or federal law, final settlement of pay will not be made until all property owned by Old City Millwork, Inc. is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from the final paycheck, or, if this is not possible, due to legal restrictions or otherwise, legal action may be taken to recover any property or monies due Old City Millwork, Inc.

7.0 Whistleblower Provisions

In accordance with T.C.A. § 50-1-304 , Discharge for refusal to participate in or remain silent about illegal activities, or for legal use of agricultural product Damages Frivolous lawsuits.

(a) As used in this section:

(1) “Employee” includes, but is not limited to:

(A) A person employed by the state or any municipality, county, department, board, commission, agency, instrumentality, political subdivision or any other entity of the state;

(B) A person employed by a private employer; or

(C) A person who receives compensation from the federal government for services performed for the federal government, notwithstanding that the person is not a full-time employee of the federal government;

(2) “Employer” includes, but is not limited to:

(A) The state or any municipality, county, department, board, commission, agency, instrumentality, political subdivision or any other entity of the state;

(B) A private employer; or

(C) The federal government as to an employee who receives compensation from the federal government for services performed for the federal government, notwithstanding that the person is not a full-time federal employee; and

(3) “Illegal activities” means activities that are in violation of the criminal or civil code of this state or the United States or any regulation intended to protect the public health, safety or welfare.

(b) No employee shall be discharged or terminated solely for refusing to participate in, or for refusing to remain silent about, illegal activities.

(c) [Deleted by 2009 amendment.]

(d) (1) Any employee terminated in violation of subsection (b) shall have a cause of action against the employer for retaliatory discharge and any other damages to which the employee may be entitled.

(2) Any employee terminated in violation of subsection (b) solely for refusing to participate in, or for refusing to remain silent about, illegal activities who prevails in a cause of action against an employer for retaliatory discharge for the actions shall be entitled to recover reasonable attorney fees and costs.

(e) (1) No employee shall be discharged or terminated solely for participating or engaging in the use of an agricultural product not regulated by the alcoholic beverage commission that is not otherwise proscribed by law, if the employee participates or engages in the use in a manner that complies with all applicable employer policies regarding the use during times at which the employee is working.

(2) No employee shall be discharged or terminated solely for participating or engaging in the use of the product not regulated by the alcoholic beverage commission that is not otherwise proscribed by law if the employee participates or engages in the activity during times when the employee is not working.

(f) (1) This section shall not be used for frivolous lawsuits, and anyone trying to do so is subject to sanction as provided in subdivision (f)(2).

(2) If any employee files a cause of action for retaliatory discharge for any improper purpose, such as to harass or to cause needless increase in costs to the employer, the court, upon motion or upon its own initiative, shall impose upon the employee an appropriate sanction, which may include an order to pay the other party or parties the amount of reasonable expenses incurred, including reasonable attorney's fees.

8.0 Arbitration; Choice of Law

Any controversy or claim arising out of or relating to the employment relationship created between Old City Millwork, Inc. and the employee, including all topics covered in this Employee Handbook, and the interpretation of this Handbook, or any alleged breach of it, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the County of Shelby, State of Tennessee with an agreed upon arbitrator.

If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either party. Although the parties shall initially bear the cost of arbitration equally, the prevailing party, if any, as determined by the arbitrator at the request of the parties, which is hereby deemed made, shall be entitled to reimbursement for its share of costs and reasonable attorneys' fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such a proceeding shall be final, binding, and non-appealable.

9.0 Handbook Acknowledgement Form

This Employee Handbook has been prepared for your understanding of the policies, practices, and benefits of Old City Millwork, Inc. It is important to read this entire Handbook. We reserve the right to make changes at any time without notice and to interpret these policies and procedures at the discretion of Old City Millwork, Inc. This Employee Handbook supersedes all prior handbooks and previously issued policies. Check this link below for the latest revision of this handbook.

www.oldcitymillwork.com/docs/ocm_handbook.pdf

Within seven (7) days after you have received this employee handbook, please sign, date, and return this Acknowledgement Form to the Office Manager.

You agree to keep this Handbook in your possession during your employment and to update it whenever new information is provided to you. You acknowledge that this Handbook remains the property of Old City Millwork, Inc. and must be returned immediately upon request, or upon the termination of your employment.

By signing below, you acknowledge that you have read and understood the policies outlined in this Employee Handbook. You agree to comply with the policies contained in this Handbook and to read and understand any revisions to it and be bound by them. You understand this Handbook is intended only as a general reference and is not intended to cover every situation that may arise during your employment. This Handbook is not a full statement of company policy. Any questions regarding this Handbook can be discussed with your Manager or the Office Manager.

You acknowledge that this Handbook is not intended to create, nor shall be construed as creating, any express or implied contract of employment for a definite or specific period between you and Old City Millwork, Inc. or to otherwise create express or implied legally enforceable contractual obligations on the part of Old City Millwork, Inc. concerning any terms, conditions, or privileges of employment.

Employee Name (print)

Employee signature

Date

TO BE FILED IN EMPLOYEE'S PERSONNEL RECORDS

10.0 Employee Checklist

First Name: _____

Middle Name: _____

Last Name: _____

Social Security #: _____

Street Address: _____

City, State & Zip: _____

Mobile: _____

Home: _____

Job Position: _____

Manager: _____

Last Name: _____

Start Date: _____

Compensation: _____

Shift: _____

TO BE FILED IN EMPLOYEE'S PERSONNEL RECORDS