



Wash Bay Employee Handbook

(Version 4, 12/22/2021)

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1. Welcome to the Viessman Team!

1.1. Here at Cliff Viessman, Inc., we believe that each employee contributes directly to its growth and success, and we hope you will take pride in being a member of our team. Therefore, we encourage you to help us maintain the quality reputation that we have achieved with our customers, colleagues, and the public, in our over 50 years in existence. We hope that your experience here will be challenging, enjoyable and rewarding!

2. Purpose.

2.1. This handbook has been prepared to inform new employees of the policies and procedures of this company and to establish the company's expectations. It is not all-inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guarantying employment for any length of time. It is not intended to induce an employee to accept employment with CVI.

2.2. The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies; however, we cannot guarantee that notice of revisions will be provided. Feel free to ask question about any of the information within this handbook.

2.3. This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

3. At-Will Employment.

3.1. Employment at CVI is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. This at-will employment relationship exists regardless of any statements by office personnel to the contrary. Only Wayne Viessman is authorized to modify the at-will nature of the employment relationship, and the modification must be in writing.

4. Workplace Commitments.

4.1. Equal Opportunity Employment:

CVI is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions, and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

4.2. Non-Harassment Policy / Non-Discrimination Policy:

CVI prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of EEO, the company prohibits and will not tolerate harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, or any other status protected by applicable law. Violation of this policy will not be tolerated.

4.2.1. *Discrimination*

Includes but is not limited to making any employment decision or employment related action based on race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

4.2.2. *Harassment*

Is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities of benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or show hostility or aversion toward an individual or group based on their protected characteristic.

4.2.3. *Sexual harassment* is defined as unwelcome sexual advances, request for sexual favors and other verbal, visual or physical conduct of a sexual nature. Examples of sexual harassment include unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually orientated jokes; crude or vulgar language or gestures; graphic or verbal commentaries about and individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body or physical assault of a sexual nature.

4.3. *Reporting*: Any company employee who feels that he/she has been harassed or discriminated against or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his/her Terminal Manager.

4.3.1. CVI will promptly investigate all allegations of discrimination and harassment and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and CVI will take appropriate action based on the outcome of the investigation.

4.3.2. No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these

policies. If an employee feels he/she has been retaliated against, the employee should contact and file a complaint to CVI Corporate office in Gary, South Dakota.

5. Policy and Procedures.

5.1. Open Door Policy: CVI has an open-door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concern or problems they might have or know about, to their respective Supervisor and/or Terminal/Corporate Manager.

5.2. Professional Conduct: CVI expects its employees to adhere to a standard of professional conduct and integrity. This ensures the work environment is safe, comfortable, and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

5.3. Personal Contact Information: As a condition of employment, each employee must provide a contact phone number to the terminal manager/wash supervisor.

5.3.1. This number is to be used for official CVI business. Examples include: questions about trailer washes after your shift or to inquire whereabouts if you are late for your shift.

5.3.2. At any point of employment, if a phone number or personal address changes, the wash supervisor and terminal manager must be notified and given current information.

5.4. Dress Code: An employee's personal appearance and hygiene is a reflection on CVI's character. Employees are expected to dress appropriately for their individual work responsibilities and positions. Due to the nature of our food-grade wash procedures ensure all requirements are met that are contained in CVI's Standard Operating Procedures (SOPs).

5.5. Drug-Free / Alcohol-Free Environment: Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while on duty. Prescription drugs or over-the-counter medication, taken as prescribed, are an exception to this policy. Anyone violating this policy may be subject to disciplinary action, up to and including termination.

5.6. Tobacco Use: Due to the Food Grade nature of our business, smoking and chewing tobacco use is only permitted in the outside designated areas identified in the Wash Bay's Site Specific SOP.

5.6.1. Cigarette butts will not be discarded on the ground. They must be disposed of proper receptacles.

5.6.2. Under no circumstance will smoking inside any portion of the building take place. ***CVI will reserve the right to prohibit tobacco use, in its entirety,*** if designated areas are not used, if cigarette butts are continuously found on the ground and/or chewing tobacco is used inside the buildings.

5.7. Cell Phone Use: Cell phone usage has proven to be a distraction to employees in the work place causing a decline in trailer wash efficiency. Below are rules about cell phone usage:

5.7.1. Cell phones are NOT allowed in the wash bays.

5.7.2. Cell phones will only be used, in the wash bay office, during periods of designated breaks. **Periods of time while a trailer is washing ARE NOT breaks. This time can be filled by cleaning areas with the wash bay and wash office.**

5.7.3. Cell phones will not be kept in pockets or take out into the wash bays. Cell phone usage is strictly prohibited while shagging trailers.

5.7.4. Playing games on cell phones during work hours is prohibited.

5.7.5. Any violations to the above requirements will be documented and the employee will be subject to disciplinary action.

5.7.6. *If abuse of time on cell phones and neglect in duties occur, CVI reserves the right to ban all personal devices, to include cell phones, from all wash bay areas, to include the office.*

At that point, cell phones would be required to be left in the employee's vehicle only to be used/checked on designated breaks as determined by the wash supervisor and/or terminal manager.

5.7.6.1. *Exception:* If a ban is implemented at the wash bay, CVI will determine individuals to whom will be allowed to have a cell phone readily accessible in the workplace. These individuals will be in supervisory (or temporary supervisory) roles where monitoring email, texts or phone calls is required.

5.8. Animals/Pets: Because our facility is Food-Grade certified, under no circumstances are pets or animals of any kind allowed on CVI property and within the wash facility.

5.9. Company Property: CVI property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business and are not permitted off grounds unless prior approved. Company property must be used in the manner for which it was intended. Upon termination, employees are required to surrender any CVI property they possess. If you are provided a company cell phone, it may be used for personal use but any additional cost from personal use of the phone may be charged back to the employee.

5.9.1. Company computers, internet and emails are privileged resources, and must be used only to complete essential job-related functions. Employees are not permitted to download any "pirated" software, files or programs and must receive permission from the Terminal Manager before installing any new software on a CVI computer. Files or programs stored on CVI computers may not be copied for personal use.

5.9.2. Phones are provided for business use. CVI requests that employees limit personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief.

5.9.3. Employees are reminded that they should have no expectation of privacy in their use of company computers or other electronic equipment.

5.9.4. Violations of these policies could result in disciplinary action.

5.10. *Privacy:* Employees and CVI share a relationship based on trust and mutual respect. However, CVI retains the right to access all company property including, but not limited to, computers, desks, file cabinets, storage facilities, and files and folders, electronic or otherwise, at any time. Employees should not entertain any expectation of privacy when on CVI grounds or while using CVI property.

5.10.1. All documents, files, voicemails, and electronic information, including e-mails and other communications, created, received, or maintained on or through company property are the property of the company, not the employee. Therefore, employees should have no expectation of privacy over those file or documents.

5.11. *Visitors in the Workplace.*

5.11.1. CVI understands that events come up where and employee will need a visitor to stop and enter the workplace. These situations should be considered the exception not the norm. Except when authorized by a supervisor, all visitors, including relatives of employees, are restricted from prolonged visits to the workplace. A rule of thumb is a five-minute visit.

5.11.2. Time spent attending to a personal visitor, especially a child, detracts from washbay productivity of not only the employee, but also co-workers. In no case, should the workplace become a substitute for a daycare center.

5.11.3. All visitors that go into the facility are required to sign in and out. Visitors must be contained to the front of the building and in the washbay office. Washbay areas, boiler rooms, truck/trailer yards and other industrial areas are *off limits* to anyone except employees to minimize physical risk to the visitor as well as risk to CVI.

5.11.4. Under no circumstances are pets to be brought on CVI property.

5.11.5. Employees that are found not adhering to this policy will be subject to disciplinary action, to include termination.

6. Attendance Policies.

6.1. *General Attendance:* CVI Washbays, for the most part, maintain 24-hour employee coverage with downtime directed by the wash station supervisor, determined by trailer wash requirements. Terminal Managers will coordinate and provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact the Terminal Manager.

6.1.1. Employee day(s) off must be coordinated, at a minimum, seven days prior to the first day of being absent. Days requested within the seven days are not guaranteed and will be granted only if shift coverage can be modified to cover workload.

6.1.2. CVI does not tolerate absenteeism without excuse. Employees who will be late or absent from work **MUST** notify a supervisor in advance, or as soon as practicable in the event of an emergency. Texts, calls, or any other form of communication from anyone other than the

employee does not qualify as notice, except in the event the employee is incapacitated. Chronic absenteeism may result in disciplinary action, probation or termination.

6.1.3. Contact information for the Terminal Manager and Washbay Supervisors are contained in the Wash Bay Site Specific SOPs. Employees must communicate with them about any shift absents as soon as they come up. When calling, if the Manager and/or Supervisor do not answer the call, the employee must leave a message stating your name, when you will be absent, reasoning and phone number.

6.1.4. Employees who need to leave early, for illness or otherwise, **MUST** inform the Terminal Manager or Washbay Supervisor before departing. Unauthorized departures may result in disciplinary action or termination.

6.2. Tardiness: Employees are expected to arrive on time and ready for work. An employee who arrives **10 minutes** after their scheduled arrival time is considered tardy. CVI recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action.

6.3. Holidays: Due to the nature of our business, work on federal holidays is required most of the time. Time off for holidays will be determined by the Supervisor in coordination with the Terminal Manager. Manning will be based on scheduled loads and required trailer washes.

7. Work Performance.

7.1. Expectations: CVI expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

7.1.1. After initial employee hiring, on-the-job training will take place. This includes training on HACCP, SOP and CVI online training website. Unless extenuating circumstances are present all training and documentation must be completed within two weeks of the first work day.

7.1.2. Employees will adhere to all requirements contained in the HACCP Program and subsequent SOPs, including the Site-Specific SOPs. This includes trailer wash procedures, documentation, and personal hygiene outlined in said documents.

7.1.3. Employees, as a condition of employment, must be able to shag trailers in and out of the wash bay and park trailers in designated rows. Employees without previous driving experience will train to become proficient in this process within the first month of employment. Employees that are unwilling/unable to shag trailers after a month will be reviewed, put on probation until able or terminated for not complying with employee requirements.

7.2. Reviews: CVI may periodically evaluate an employee's performance. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. Employees may request a review with the supervisor or Terminal Manager.

7.3. Insubordination: Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors or other persons of authority.

7.3.1. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination.

7.3.2. If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explain their position. If possible, a compromise might be met, and accusations of insubordination avoided.

7.3.3. If required, the Terminal Manager will mediate disagreements/situations that cannot be resolved. This will be the final authority unless the Terminal Manager decides to communicate with the CVI corporate office for direction.

8. Employee Health and Safety.

8.1. *Workplace Safety:* CVI takes every reasonable precaution to ensure employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents.

8.1.1. Employees should use all safety and protective equipment provided to them and maintains work areas in a safe and orderly manner, free from hazardous conditions. Employee's who observe an unsafe practice or condition should report it to a supervisor, the terminal manager or Howard Sik (OSHA) immediately.

8.1.2. Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employment of CVI. Any questions regarding safety and safe practices should be directed to Howard Sik (Corporate, Gary SD office).

8.1.3. In the event of an accident, employees must notify the Terminal Manager immediately. Report every injury, regardless of how minor, to the Terminal Manager immediately. Physical discomfort caused by repetitive tasks must also be reported.

8.1.4. Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block exits, tamper with fire extinguishers or otherwise create hazards.

8.2. *Workplace Security:* Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and CVI property. Visitors should be escort at all times. Report any suspicious activity to the Terminal Manager immediately.

8.3. *Emergency Procedures:* In the event of an emergency, dial 911 immediately. If you hear a fire alarm or other emergency alert system, proceed quickly and calmly to the nearest exit. Once the building has been evacuated, only a supervisor may authorize employees to reenter.

9. Discipline Policy.

9.1. *Grounds for Disciplinary Action:* CVI reserves the right to discipline and/or terminate any employee who violates CVI policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

9.1.1. The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is merely meant as an example of the types of conduct that CVI does not tolerate. These actions include, *but are not limited to*:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at while on CVI property, on duty, or while engaged in CVI business;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing CVI property without prior authorization or disseminating company information without authorization;
- Knowingly and intentionally not following SOP wash procedures;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reason for absents;
- Possessing unauthorized weapons on premises;
- Disregard for safety or security procedures;
- Disparaging or disrespecting co-workers and/or supervisors; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards, or expectations.

9.1.2. The above list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. CVI reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

9.2. *Procedures:* Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspensions, demotion, removal, or some other disciplinary action, in no particular order. The course of action will be determined by CVI at its sole discretion as it deems appropriate.

9.3. *Termination:* Employment with CVI is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

9.3.1. Upon termination, an employee is required:

- To continue to work until the last scheduled day of employment;
- To turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- To return all files, documents, equipment, keys, access cards, software or other property belonging to CVI that are in the employee's possession, custody or control, and turn in all passwords to the supervisor;
- To participate in an exit interview if requested by the Terminal or Corporate Managers.

10. Termination.

10.1. Voluntary Termination/Resignation: CVI recognizes that personal situations may arise which require a voluntary termination of employment. Should this occur, CVI requests the employee provide two weeks' advance notice in writing. This request does not alter an employee's at-will relationship with CVI.

10.1.1. All rights and privileges of employment with the company terminate upon the date of separation. Terminating employees are required to return all company property assigned to them. Failure to do so may result in the withholding of their final paycheck.

10.2. No-Show/No Contact:

10.2.1. In the event an employee does not show up for their shift and has not contacted the terminal manager or supervisor, the employee is subject to disciplinary actions as stated in part 6 (Attendance Policies) of this handbook.

10.2.2. However, if multiple days (2 or more) of not showing up for a scheduled shift, with no contact or communication with the terminal manager or supervisor, then it will be assumed that the employee has resigned his/her position with CVI.

10.3. Final Paycheck: Employees who terminate employment with CVI will be given their final paycheck based on current state law time frame. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file.

10.4. Vacation/PTO: At the latest version of this document, CVI does not have PTO. Unused vacation or PTO if ever add as a benefit, is forfeited upon termination regardless of which party initiates the separation

10.5. Exit Interview: CVI may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect CVI property and discuss employment experiences with CVI.

**Attachment 1. Acknowledgement of Receipt for Employee Handbook
(Employee Copy – Keep with handbook)**

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the handbook.

I understand that the handbook is intended to provide me with a general overview of CVI's company policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as CVI may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and Wayne Viessman.

I acknowledge that CVI may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at CVI's sole discretion.

Print Employee Name (Last, First, MI)

Signature of Employee

Date

CVI Representative

**Attachment 2. Acknowledgement of Receipt for Employee Handbook
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I understand, should I be terminated, that I *may* be eligible for unemployment benefits. I also understand, should I file for unemployment benefits upon termination, CVI will legally defend its case if there was a known violation of company policy on my behalf.

Print Employee Name (Last, First, MI)

Signature of Employee

Date

CVI Representative