



# TEAM MEMBER HANDBOOK CANADA

EFFECTIVE: June 15, 2023

## **Packers Sanitation Services, Inc., Ltd.**

DISCLAIMER: NOTHING IN ANY OF PSSI'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT" OR "AGREEMENT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE CEO OF PSSI OR A DESIGNATE THEREOF.

THE COMPANY MAY AT ANY TIME, ADD, CHANGE OR RESCIND ANY POLICY OR PRACTICE AT ITS SOLE DISCRETION, WITHOUT NOTICE.



To be the premier protection company committed to owning the standard of health and safety for all we serve.

## VISION

## MISSION

We ensure a safer food supply while helping team members and partners achieve their goals.

## VALUES



### SAFETY

#### PROTECT WHAT MATTERS

We are committed to the health and safety of our team members and set the standard of food safety for the protection of our customers' products and brands.



### INTEGRITY

#### DO AND SAY THE RIGHT THING

We speak with candor, act with transparency, follow through on our commitments and abide by our principles and values.



### TEAM

#### WIN AS A TEAM

We respect and value our team members, embrace diversity, and invest in their development through coaching and training.



### CUSTOMER

#### SERVE WITH PASSION

We strive to exceed our internal and external customers' expectations through open communication, relationships, and continuous improvement.



### ACHIEVEMENT

#### LEAD THE WAY

We manage our business to provide opportunities and stability for our team members, and bring value to our customers, owners and the communities we serve.

## **ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the Packers Sanitation Services, LTD., LLC. (“PSSI” or the “Company”) team member handbook and acknowledge my obligation to read its contents. I understand that among other policies, it contains a policy against unlawful harassment and discrimination, including sexual harassment, the manner to report harassment, a no-retaliation policy, a progressive discipline policy, and basic work rules. I have read these policies and agree to abide by them.

I understand that the handbook, which replaces all previous team member handbooks and/or other oral or written statements of employment policy, is provided for informational purposes only and is not a contract. I understand that the handbook is intended to provide an overview of the company’s personnel policies and does not necessarily represent all such policies in force. The Company may at any time, add, change or rescind any policy or practice at its sole discretion, without notice. Nothing contained in this handbook constitutes a contract of employment or guarantees any particular right to me as a team member of PSSI.

I further understand that my employment and compensation are for no fixed term and may be terminated by the Company at any time with or without cause, for any reason not prohibited by law. Likewise, I may resign at any time. By signing this document, I allow the Company to deduct anything owed to the Company upon my separation with the Company in accordance with federal, provincial and local laws.

### **Questions About Policy**

Any questions about this policy or a related matter should be referred to a team member’s Site Manager, Area Manager, Division Manager, Vice President, the Human Resources Department or call the team member customer care line, although we encourage team members to work with their managers first to the extent possible.

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Team Member Name (Please Print)	Emp. #	Plant # and Name
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Team Member Signature	Date
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# **YOU MUST BE 18 OR OLDER TO WORK AT PSSI.**



It is the policy of the Company not to employ minors for any position. In no event will the Company employ any person under 18. Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older until the individual graduates or is no longer enrolled.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I am:

I am over the age of eighteen (18); and

I am not enrolled in High School.

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Team Member Name (Please Print)

Emp. #

Plant Name/#

Dept.#

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Team Member Signature (Please Print)

Date

## **AUTHORIZATIONS, CONSENTS AND ACKNOWLEDGMENTS**

### **1. CONFIDENTIALITY AGREEMENT**

As a team member, I acknowledge that I may, in the course of employment duties, come in contact with Confidential Information, including, but not limited to: information concerning the Company's financial status, business practices, client-related information, trade secrets, and/or other non-public proprietary information that is maintained as confidential and is not readily available to the public. All Confidential Information must remain confidential and I understand all the Confidential Information is required to be returned to my employer upon departing employment.

By signing below, I acknowledge that any violation of such confidentiality policies may result in disciplinary action, up to and including termination of my employment for cause and without notice. Further, I acknowledge and understand that nothing in PSSI's Confidentiality Policy is designed to interfere with, restrain, or prevent team member communications regarding wages, hours, or other terms and conditions of employment or any other rights protected by the applicable legislation.

### **2. DRUG AND ALCOHOL TESTING**

I understand it is the policy of the Company to conduct drug and/or alcohol tests in accordance with the Company's Drug and Alcohol Policy . Team members who come to work under the influence of alcohol or drugs are a safety risk for themselves and other team members.

One of the requirements for consideration of employment at some Company locations is the satisfactory passing of pre-employment drug and/or alcohol test. I understand that favorable test results will not necessarily guarantee that I will be employed by the Company/organization.

If I am accepted for employment, I agree to take drug and/or alcohol tests when lawfully requested by the Company, and I understand that the taking of such tests is a condition of my continued employment. Testing can be mandated by our clients for pre-employment, post-accident and/or reasonable suspicion screening.

By signing this form, I give consent to the testing agency to release to the Company and other officially interested parties the results of my tests and other test-related information.

### **3. BIOMETRIC TIME CLOCK NOTICE**

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") AirClock™ time collection device. The AirClock is utilized in conjunction with the AsureForce® time and attendance Services to more efficiently capture time collection as well as effectively prevent buddy punching and other deceptive team member practices. These products create a facial biometric scan (a "face scan") of a person's facial features, like the distance between the eyes, nose and ears, based on a photo submitted to us through the use of these products. The photo and face scan are submitted to Asure solely in connection with such person's employment with PSSI. Asure collects, uses and stores these photos and face scans on our behalf to validate and authenticate our team member's time punch (in and out). All transmissions of face scans are encrypted and PSSI/Asure cannot use a face scan to recreate an image of any person.

Our Biometric Privacy Notice and Consent Form (“Policy”) applies to persons in jurisdictions with Biometric Data Privacy Laws. Our Policy applies to our team members residing in jurisdictions with biometric data privacy laws which at the time of this publication include British Columbia and Alberta, and any future jurisdiction that adopts such a law. The purpose of this Policy is to inform our team members residing in such provinces who use the AirClock in connection with their employment with PSSI about the following facts:

- a biometric identifier (face scan) is being collected and stored by Asure on behalf of PSSI;
- Asure collects, uses and stores this information solely in connection with your employment with PSSI;
- the purpose for Asure’s collecting this information is to provide time and attendance Services to PSSI that improves time collection, and to prevent buddy punching and other deceptive team member practices within PSSI’s organization;
- Asure collects, uses and stores this information for an individual team member for the period of time as required under applicable law.
- Asure will retain this information for as long as needed to fulfill the purposes outlined above or for a longer period of time as may be permitted or required under law, after which the face scan will be permanently destroyed;  
Asure and PSSI may disclose, redisclose or disseminate a person’s face scan in limited ways as permitted under applicable law such as with the person’s consent, the disclosure or redisclosure is required by provincial or federal or local law, or the disclosure is consistent with our general Privacy Policy (and permitted under applicable law).

In signing this form, you are authorizing PSSI and Asure or their agents to use your biometric information for the purpose described herein. If you wish to withdraw your consent at any time, this must be done in writing and sent to the PSSI at the following address: Vice President, Human Resources; 3681 Prism Lane, Kieler, WI 53812.

#### **4. WAGE DEDUCTION AUTHORIZATION AGREEMENT**

I understand and agree that PSSI may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the PSSI’s group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the PSSI; and
3. deductions required or for which PSSI is empowered to do so by provincial or federal law.

I agree that PSSI may deduct money from my pay under the above circumstances, or if any of the above situations occur in compliance with the laws of the province where I work. I further understand that PSSI has stated its intention to abide by all applicable federal, provincial, and local wage and hour laws.

#### **5. TEAM MEMBER ACKNOWLEDGMENT OF RECEIPT OF NOTICE REGARDING UNLAWFUL HARASSMENT AND DISCRIMINATION**

This will acknowledge that I received a copy of the Notice Regarding Unlawful Harassment, Discrimination, and Retaliation, and that I will comply with its requirements.

## 6. RIGHT OF PUBLICITY RELEASE

I hereby grant to PSSI the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of PSSI or its partners. I agree that PSSI has complete ownership of such material and can use said material for any purpose consistent with PSSI's mission. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc. I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

## 7. AUTHORIZATION AGREEMENT FOR ELECTRONIC PAY STUBS AND W-2 FORMS

By signing below, I hereby authorize PSSI to submit my pay stub to me electronically. I understand it is my responsibility to: (1) register online at [Payworks.ca](http://Payworks.ca) to access this information; and (2) review my pay stub to verify that it is accurate (e.g., team member name, address, hours worked, pay rate, gross wages, deductions, contributions, and net pay, etc.). I acknowledge, that I am solely responsible for the privacy of my ADP account and for maintaining the confidentiality of my user ID, password, phone number, and email account information.

I also understand I will no longer receive a paper copy of my pay statement unless I elect to receive paper copies by completing and returning an Authorization Agreement for Paper Pay Stubs, which can be requested by contacting the Corporate Payroll Department at 888-871-6335. I understand that I may elect to receive paper copies at any time by contacting the Corporate Payroll Department at 888-871-6335. I also understand that I may use a Company computer and printer to access and print free copies of my electronic pay stubs.

By signing below, I acknowledge that I have read, understand, and agree abide with the following policies/agreements: (1) Confidentiality Agreement; (2) Drug and Alcohol Testing; (3) Biometric Time Clock; (4) Wage Deduction Authorization; (5) team member acknowledgment of receipt of Notice Regarding Unlawful Harassment, Discrimination, and Retaliation, (6) Right of Publicity Release, and (7) Authorization Agreement for Electronic Pay Stubs Forms.

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Team Member Name (Please Print)	Emp. #	Plant # and Name
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Team Member Signature	Date
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## **Purpose of This Team Member Handbook**

This handbook is designed to acquaint you with PSSI (or “the Company”) and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the team member benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of “employment contract,” since the Company has the ability to prospectively add, change, delete or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

The Company complies with all applicable provincial laws in the provinces where the Company does business. To the extent that any provision of this handbook conflicts with a provision of the law, the Company will comply with the law.

## Let's Communicate

### **Team Member Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent team member relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and team member involvement. Over the years, the Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our team members. We will continue to look to you for ideas about how to improve all areas of our business - in areas like customer service, safety, efficiency, and team member relations.

As a non-unionized workplace, we are able to deal directly with our team members - rather than through a third party - and to treat each of you as individuals. We sincerely believe that a crucial part of our success is in maintaining cooperative and harmonious relationships between the Company and all team members.

### **If You Have a Problem or Need to Make a Report**

If you have any questions concerning your job or this handbook, you encounter any work-related problems, or need to report unsafe, illegal, or unethical conduct in the workplace, we encourage you to discuss your questions, problems, or reports with us. We cannot address any of your questions, concerns, problems, or reports unless we know about them.

If you have a problem, or need to make a report, please follow the below steps.

- STEP 1: If you have a problem or need to make a report, please talk with your **immediate supervisor or site manager** as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.
- STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team member Customer Care Line** through the following:
- Toll Free Customer Care Line: (844) 880-0009
  - Web: WeCare.pssi.com
- STEP 3: If you have not found resolution through speaking to you supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

We have an open-door policy which is intended to encourage and enable you to raise serious concerns internally so that PSSI can address and correct inappropriate or unlawful conduct and actions. It is the responsibility of all team members to report good faith concerns about any violations or suspected violations of law, regulations, policies, or codes of conduct that govern PSSI's operations.

The Company takes all concerns and problems seriously that are brought to its attention. We will receive a report of each complaint, and will work to address your concern, or resolve your problem, as soon as possible under the circumstances. PSSI may decide in some circumstances that in order to achieve an investigation's objectives, we must maintain the investigation and our role in it in strict confidence. If PSSI reasonably imposes such a requirement and a team member does not maintain such confidentiality, they may be subject to disciplinary action up to and including termination of employment for cause depending on the facts of each matter. PSSI will take the following factors into account when requiring confidentiality, among other factors, if applicable: a witnesses' need for protection; a determination, whether evidence is in danger of being destroyed, or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

It is also contrary to the values of PSSI for anyone to retaliate against any team member who, in good faith, reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violation of any regulation governing the operations of PSSI, such as health and safety standards, or who refuses an order to work that violates any law, regulation, policy, or code of conduct. A team member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. You are encouraged to utilize this procedure without fear of retaliation. However, filing a false or fraudulent claim is a violation of the Company policy, and will result in disciplinary action, up to and including immediate termination for cause.

### **Additional Contact Information**

**Mailing Address:** Packers Sanitation Services, Inc., LTD.  
PO Box 340  
Kieler, WI 53812

**Phone Numbers:** Questions about your pay cheque or benefits: (888) 871-6335.

# **I. INTRODUCTORY POLICIES**

## **Introductory Period**

In order that you and the Company have a fair opportunity to evaluate each other, the first ninety (90) calendar days of employment is an introductory period for training and orientation to the job. This period provides the opportunity to help the team member settle effectively into her/his new role and ensure he/she achieves the required standards. The Company uses these ninety (90) days to evaluate your qualifications more carefully. Your performance on the job, your attitude, and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. During this introductory period, PSSI may choose to terminate your employment at any time without utilizing the progressive disciplinary procedures, subject to the minimum statutory requirements of the applicable employment standards legislation.

Depending on the circumstances, former team members who re-apply for work and are hired may be treated as new team members and must complete an introductory period of ninety (90) calendar days.

## **Equal Employment Opportunity**

We are committed to providing equal employment opportunities to all team members and applicants without regard to race, ancestry, place of origin, colour, ethnic or national origin, , religion, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, or any other protected status in accordance with all applicable federal, provincial and local laws. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Anti-Human-Trafficking Policy**

The Company and the United States Government strictly prohibit the trafficking of persons. The Company is committed to a work environment that is free from human trafficking and slavery, which for purposes of this policy, includes forced labor and unlawful child labor. The Company will not tolerate or condone human trafficking or slavery in any part of our organization.

The Company also prohibits team members, subcontractors, subcontractor team members, and agents from engaging in practices relating to trafficking persons, including, but not limited to:

- Destroying or otherwise denying access to a team member's identity or immigration documents;
- Using misleading or fraudulent practices to recruit team members, such as failing to disclose key terms and conditions of employment;
- Using recruiters who do not comply with federal, state, and local laws;
- Charging team member recruitment or application fees; and

- Harassing, blackmailing, or extorting another team member or person into recruiting for, applying to, or working at the Company.

The Company fully cooperates with the U.S. Government or other appropriate government authorities in audits or investigations related to such violations. Company team members are required to cooperate in any internal or external investigation of suspected wrongdoing under this Policy.

### **Mandatory Reporting Requirements**

Anyone who suspects a violation of this Policy by a Company team member, contractor, subcontractor, subcontractor team member, or agent concerning a potential violation of this Policy must report the concern immediately. The Company has established numerous reporting methods, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009, or you can submit a report online at WeCare.pssi.com;
- You may also contact our third-party compliance specialist by calling (888) 930-7089;
- You may report your concern to the National Human Trafficking Hotline by calling 1-888-373-7888; and
- You may report your concern to the Corporate Human Resources Department by calling (888) 871-6335 or emailing your report to [compliance@pssi.com](mailto:compliance@pssi.com).

### **Non-Retaliation Policy**

The Company will not tolerate retaliation against team members for raising concerns in good faith, even when no evidence is found to substantiate the report. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed. If you choose to identify yourself in the report, the Company will keep your name confidential to the extent allowable by law.

### **Discipline**

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

Violation of this Policy may also result in criminal prosecution of responsible individuals.

### **Requests for Accommodation**

The Company is committed to complying with the laws protecting qualified individuals with disabilities, as well as team members' religious beliefs and practices, or individuals requiring accommodation under any other protected ground in accordance with applicable provincial and local laws. The Company will provide a reasonable accommodation to the extent required by law, provided

the requested accommodation does not create an undue hardship for the Company. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices or other protected characteristic in accordance with applicable provincial and local laws, please notify your Site Manager or Corporate Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with this policy, please notify the Company immediately, by speaking to the Corporate Human Resources Department. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Literary Assistance**

The Company will reasonably accommodate and assist team members with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Team members who need time off to participate in an adult education program for literacy assistance should inform your Site Manager or the Corporate Human Resources Department so arrangements can be made to provide unpaid time off or an adjusted work schedule. Team members may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave. The Company will make reasonable efforts to safeguard the team member's privacy.

## **Standard for Bullying and Harassment or Violence in the Workplace**

### **Purpose**

- To eliminate or, if that is not reasonably practicable, to control/minimize workplace violence and bullying and harassment.
- To ensure that incidents and complaints of workplace violence or bullying and harassment are investigated in a manner that is appropriate in the circumstances.
- To ensure the workplace is in compliance with legislated, industry and company standards and practices.
- To ensure that each team member understands the rewards of working in a respectful workplace free of violence and bullying and harassment and the personal and employment consequences of failure to do so.

### **Policy Statement**

PSSI has a workplace made up of a diverse group of team members. PSSI values and celebrates this diversity and is committed to providing a work environment in which all team members are treated with respect a dignity. PSSI is also committed to eliminating or, if that is not reasonably practicable, controlling/minimizing workplace violence and bullying and harassment. Every team member has the right to work in an environment that is free from workplace violence and bullying and harassment and must be able to realize his or her potential.

PSSI has developed this Company wide policy in order to prevent bullying and harassment and workplace violence of any type. There is “ZERO TOLERANCE” for bullying and harassment and violence in the workplace. Any violations of this policy will lead to disciplinary action, up to and including dismissal for just cause.

PSSI will make every reasonable effort to protect workers from workplace violence and bullying and harassment, including sexual harassment. PSSI will investigate any incidents of bullying and harassment or workplace violence and take corrective action respecting any person under PSSI’s direction to address the incidents. PSSI is prepared to deal quickly and effectively with any incident of bullying and harassment or workplace violence that might occur.

This policy applies not only during working hours and on Company premises, but also to work-related settings such as conventions, shows, and business social events (e.g., holiday parties) that take place off the premises and outside of normal working hours.

### **Definitions**

“Bullying and harassment”, also known as “workplace harassment”, is defined differently in each province across Canada. Workplace Harassment for purposes of this Policy is defined as:

- a. any objectionable, unwelcomed, inappropriate or offensive conduct, display, action, gesture or comment by a person towards a team member that the person knew or reasonably ought to have known to be unwelcome and or that would cause that team member to be offended, humiliated or intimidated or that would otherwise affect adversely a team member’s psychological or physical well-being; or
- b. any other conduct that is considered workplace bullying or harassment in accordance with occupational health and safety legislation in your province.

For clarity, any reasonable action taken by the Company or superior relating to the management and direction of its workplace is not bullying and harassment.

Workplace bullying and harassment includes unlawful discrimination. Unlawful discrimination means discrimination based on a protected ground set out in applicable human rights legislation (including, but not limited to, religious beliefs, colour, place of origin, mental or physical disabilities, ancestry, marital status, family status, gender, etc.).

By way of illustration only, and not limitation, workplace bullying and harassment, which will not be tolerated at PSSI, includes:

- verbal or physical abuse;
- derogatory remarks, jokes, innuendo or taunts;
- racial or ethnic slurs, epithets, and any other offensive remarks based on a protected characteristic;



- jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- mocking or ridiculing another’s religious or cultural beliefs, practices, or manner of dress;
- threats, intimidation, horseplay, or other menacing behavior;
- other unwelcome verbal, graphic, or physical conduct;
- display of pornographic, racist or offensive signs or images; or
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media.

The Company also prohibits “workplace sexual harassment”, which is also a form of bullying and harassment. Workplace sexual harassment is also defined differently in each province across Canada. For purposes of this policy, workplace sexual harassment means:

- a) engaging in a course of vexatious comment or conduct against a team member in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome;
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the team member and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; or
- c) any other conduct considered workplace sexual harassment in accordance with your province’s occupational health and safety legislation.

Workplace sexual harassment can include, but is not limited to, such things as:

- Gender-related comments about a person’s physical characteristics or mannerisms
- Paternalistic comments or conduct based on gender, which undermine a person’s self-respect or position of responsibility
- Demands for dates or sexual favours
- Unwelcome physical contact
- Suggestive or offensive remarks or innuendoes about members of a specific gender
- Propositions of physical intimacy
- Gender-related verbal abuse, threats or taunting
- Leering or inappropriate staring
- Bragging about sexual prowess or questions or discussions about sexual activities
- Offensive jokes or comments of a sexual nature about an team member or client

- Rough and vulgar humour or language related to gender, sexual orientation, and gender identity or expression
- Display of sexually offensive pictures, graffiti or other materials, including through electronic means

The behaviour need not be intentional in order to be considered bullying and harassment, including sexual harassment. All bullying and harassment is offensive and, in many cases, it intimidates others. It will not be tolerated.

“Workplace violence” is also defined differently in each province across Canada. For purposes of this policy, workplace violence is defined as:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker;
- whether at a work site or work-related, the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm;
- domestic, sexual violence or any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury;
- any intentional or reckless act that harms or could harm. This includes acts such as horseplay, practical jokes, unnecessary running or jumping or similar conduct that might create or constitute a hazard to the worker or to any other person; or
- any other conduct that is considered workplace violence in accordance with occupational health and safety legislation in your province.

For example, the assault of a team member by any means either physically or with a weapon or object, would constitute workplace violence. Physical or verbal threats or gestures are also considered workplace violence.

A threat against a team member’s family is considered a threat against the team member for the purposes of this policy.

### **Responsibilities**

The Company will:

- Consult with the Joint Health and Safety Committee (“JHSC”) or worker health and safety representative (as applicable) and take steps to prevent and eliminate where possible, or

otherwise minimize and control, bullying and harassment and workplace violence, including developing and implementing this policy and procedures to address any bullying and harassment and workplace violence risks;

- Establish a process for reporting, responding to, and investigating incidents of bullying and harassment and workplace violence;
- Ensure that the process for reporting incidents, and the way that reports will be handled, is communicated, maintained and respected;
- Review this policy, the procedures set out herein, the policy statement and the steps being taken by the Company to prevent where possible, or otherwise minimize, incidents of bullying and harassment and workplace violence following an incident of workplace violence and otherwise at least on a proactive and annual basis (or any earlier time as required by law), in consultation with the JHSC or worker health and safety representative (as applicable);
- Make all team members aware of this policy, the procedures set out herein, the policy statement and the steps being taken by the Company to prevent where possible, or otherwise minimize, incidents of bullying and harassment and workplace violence;
- Make a copy of this policy readily accessible to all team members in the workplace, and post it prominently in a conspicuous place in the workplace;
- Ensure that all workers immediately receive a copy of this policy and any subsequently updated versions; and
- Provide training to workers to help them to fulfill their responsibilities and obligations under this policy, to become capable of recognizing, responding to and reporting incidents and complaints of bullying and harassment and workplace violence in accordance with the procedures set out in this policy, and to understand how the Company will respond to and investigate complaints of bullying and harassment and workplace violence. Without limiting the generality of the foregoing:
  - Team members will be trained in this policy at the time of hire and periodically after that. Team members will also be provided with updated information and instruction as risks of workplace violence change, or PSSI's policies and/or practices on workplace violence or bullying and harassment get updated.
  - Supervisors will be provided training as part of PSSI Supervisory Workshops.
  - Each new team member will be advised of the complaint process at the time of hire.
  - Site Supervisors will be provided a copy of this policy on an annual basis at the review date.

All team members:

- Are responsible for not engaging in bullying and harassment or workplace violence and working in a respectful non-threatening manner demonstrating respect for all other PSSI team members and client staff at their assigned locations.
- Have a responsibility to immediately report bullying and harassment or violence in the workplace in accordance with the reporting procedures set out below and cooperate in any investigation under this policy.
- Must participate in any training or instruction provided by the Company; and
- Must apply and comply with this policy, and any other policy and procedure relating to bullying and harassment and workplace violence.

Supervisory Staff are responsible for:

- Monitoring team member behaviour to ensure that members of their staff do not bully and harass others or engage in workplace violence, and to ensure a respectful nonviolent workplace.
- Responding to complaints of workplace violence and bullying and harassment.
- Conducting appropriate investigations in response to incidents or complaints of workplace violence and bullying and harassment.
- Taking corrective action to change unsafe or disrespectful behaviours.
- Informing both the worker who allegedly experienced bullying and harassment or workplace violence and the respondent (if a worker) of the results of an investigation and of the corrective action that has been, or will be, taken, in writing.

Area & Division Managers:

- Are responsible for ensuring Site Supervisors take appropriate action when required, to respond to bullying and harassment complaints or violent incidents.

Technical Services Director and Managers:

- Are responsible for providing support and advice to investigate and correct bullying and harassment and violence.
- Are further responsible for monitoring the administration of discipline and recognizing success.
- Will review this policy, in consultation with the JHSC or worker health and safety representative on an annual basis for the approval of the Vice President. The review will include the content of the Site Supervisor Training material.

### **Hazard/Risk Assessment**

PSSI will perform a hazard/risk assessment on the hazards of violence and bullying and harassment in the workplace as required by occupational health and safety legislation, including but not limited to, identifying the work sites where violent or bullying and harassment situations have occurred or may reasonably be expected to occur and identifying any staff positions at the place of employment that have been, or may reasonably be expected to be, exposed to violent or bullying and harassment situations. The hazard/risk assessment will be readily available for team member review. PSSI will take all precautions reasonable in the circumstances to protect workers from risks of bullying and harassment and workplace violence that are identified in its assessments.

The risk assessment will be performed on a regular basis and as often as necessary to ensure it reflects PSSI's intention to protect team members from workplace violence and bullying and harassment, and at least whenever there is a significant change in the nature of the business or operations. The assessment will take place in consultation with the JHSC or worker health and safety representative (as applicable).

The risk assessment is intended to identify the types and probability of risks of injury due to bullying and harassment and workplace violence and to help the Company take steps to eliminate or minimize these risks.

The risk assessment also considers the incidents and complaints of bullying and harassment and workplace violence that occurred during the past year (if any), and the results of any investigation into an incident or complaint of bullying and harassment or workplace violence, including recommendations for preventative measures or changes to this policy.

PSSI will inform team members of the results of the risk assessment.

With respect to workplace violence in particular, based on the results of the hazard/risk assessment, the Company, in consultation with the JHSC or worker health and safety representative (as applicable) will:

- Inform a worker about the extent of the risk of violence to the worker in the workplace, including but not limited to, information about worksites at the workplace where an incident of violence has occurred or is reasonably expected to occur, job functions that were, or could reasonably be expected to be affected, and the minimum personal information of persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work;
- Take reasonable precautions to protect the worker and any other persons at the workplace likely to be affected, if the Company is aware that a worker is or is likely to be exposed to domestic violence at the workplace;
- Ensure all team members are provided with information and instruction on the nature and the extent of the hazard of violence identified in the hazard/risk assessment, including information related to specific or general threats of violence or potential violence;
- Develop supplementary written procedures, policies and work environment arrangements to eliminate the risk to team members from workplace violence (including providing details of the violence prevention procedures to be followed, identifying any particular worksite/job function at the workplace where an incident of violence has occurred or may reasonably be expected to occur, and explaining the work environment arrangements implemented to prevent incidents of workplace violence);

- If elimination of the risk to team members is not possible, develop supplementary written procedures, policies and work environment arrangements to minimize the risk to team members;
- Develop directions to team members outlining safe response methods, including measures and procedures for summoning immediate assistance when an incident of workplace violence occurs or is likely to occur; and
- Provide training to team members who are at risk of workplace violence and their supervisors regarding the above, as well as the means for recognition of the potential for violence, controls that have been developed to minimize risks, and procedures for responding to, reporting, investigating and documenting incidents of violence, and keep records of such training.

## **Procedure**

### *Reporting*

If a team member feels that he or she is being bullying and harassed or experiences workplace violence, or if a team member observes or becomes aware that another team member is being subjected to bullying and harassment or workplace violence, they should:

1. If the team member is comfortable doing so, tell the perpetrator his/her behaviour is unwelcome and ask him/her to stop. However, even if the team member is able to resolve the issue themselves, they must still report the bullying and harassment or workplace violence as described in this policy so that the Company is aware of the incident.
2. Keep a record of incidents (date, times, locations, possible witnesses, what happened, the response). A record of events is not required to file a complaint, but it may help with recall of details over time.
3. The team member must report the incident to one of the following individuals: Site Supervisor, Area Manager, Division Manager, or Vice President. It is recommended that the complaint be presented to the Site Supervisor; however, it is understood that circumstances could require that the complaint be presented to the Area Manager, Division Manager or Vice President, if the Site Supervisor is the alleged harasser. A violent incident report form will be completed.
4. The team member should include as much information as possible, including describing in detail the facts and circumstances leading to the complaint (what happened and whether there are any previous occurrences), where and when the events occurred (time, date, location), the individuals involved, and the names of any witnesses. Any relevant documents (notes, emails, cartoons, etc.) should also be included.

5. In order to allow incidents to be investigated and addressed promptly, all incidents or complaints of bullying and harassment or workplace violence should be reported as soon as possible after experiencing or witnessing an incident.

Any person who becomes aware of a threat against a team member's family must report it in accordance with the reporting procedures set out above. When PSSI is made aware of the threat, it will notify the team member. If PSSI is unable to contact the team member, the PSSI will advise a family member and the police if necessary, to ensure that appropriate precautions can be taken. PSSI and any other persons involved will also cooperate in any investigations necessary to protect the team member or the team member's family.

### *Immediate Assistance*

Where it is necessary to summon immediate assistance when violence occurs or is likely to occur, a team member should immediately move to a safe location and then contact their manager or the nearest management or supervisory team member, and/or call 9-1-1. The team member's priority should be ensuring their immediate safety, and the safety of those in the workplace.

Where it is not practical or safe to report an actual or likely occurrence of violence to a management or supervisory team member, a team member should contact the local police and ensure their immediate safety, following which the team member must contact a management or supervisory team member to provide a report of the incident.

### *Investigations*

Investigations will:

- Be undertaken promptly and diligently, and be as thorough as necessary
- Be fair and impartial, providing equal treatment for both the complainant and respondent in evaluating the allegations
- Be sensitive to the interests of all parties, and maintain confidentiality
- Be focused on finding facts and evidence, which should include interviews with the complainant, respondent, and any witnesses
- Incorporate, where necessary, any need or request from the complainant or respondent for assistance during the investigation process

Once a complaint has been made, it will be referred to the appropriate Division Manager, or, if the Division Manager is the respondent, it will be referred to Human Resources. Once referred, an investigator will be appointed. The investigator must not be directly involved in the incident or complaint and must not be under the direct control of the respondent. A third party may be retained to investigate the complaint in appropriate circumstances.

The investigation should be completed within 90 calendar days, unless there are extenuating circumstances.

PSSI will not disclose the circumstances related to an incident of violence or bullying and harassment or the names of the complainant, the respondent, or any witnesses, except where

necessary to investigate the incident or to take corrective action, or to inform the parties involved in the incident of the results of the investigation and any corrective action to be taken to address the incident. PSSI will also disclose such information where necessary to inform workers of a specific or general threat of violence or potential violence, or as required by law. Where disclosure of personal information is necessary, PSSI will disclose only the minimum amount of personal information that is necessary to accomplish one of these permissible purposes.

Investigations will include the following:

1. The investigator will collect and review any relevant documents and take appropriate notes and statements during interviews. Both the complainant and the respondent will be interviewed, as will any individuals who may be able to provide relevant information.
2. The investigator must remind the complainant, the respondent, and any witnesses of their confidentiality obligations.
3. The respondent must have the opportunity to respond to the specific allegations raised against him or her.
4. The complainant and the respondent, if workers, must be informed periodically of the status of the investigation.
5. The investigator must prepare a written report, containing the allegations, response, evidence gathered, findings of fact, and a conclusion about whether or not bullying and harassment or workplace violence was found. This report must be provided to the Division Manager or Human Resource, as appropriate.
6. A summary report of the complaint and findings will be prepared for the Vice President Canada. This report shall be held in confidence by the Vice President and held to support the progressive discipline process in the event that there are further bullying and harassment or violence complaints.

If corrective action is required, it will be the Company's aim to fully address the incident and ensure that future bullying and harassment or violence does not persist. The Company will determine a proper remedial course of action, which will be taking within a reasonable timeframe. Actions may include:

- Counseling
- Education and training
- Formal written or verbal apology
- Conciliation between the parties
- Discipline

Discipline for bullying and harassment may include suspension or dismissal for just cause. The determination of the appropriate course of action will be based on the following:

- Severity of the incident



- Number of occurrences of misconduct
- Duration of the event
- Team members' previous work and behavioural record
- Pre-meditation
- Lack of Remorse
- Provocation

If discipline is recommended, PSSI will take such disciplinary action as it deems appropriate to the degree of the transgression (and other premeditated or mitigating circumstances); such disciplinary action may include any remedy up to and including immediate dismissal for just cause.

Any worker terminated for violence in the workplace shall not be rehired without the approval of VP Operations. Team members taking defensive steps to escape or deescalate a violent attack will not be terminated.

Any person accusing another team member of bullying and harassment or violence in bad faith may find themselves disciplined in accordance with the terms of this policy.

Appropriate action will also be taken by PSSI to deter any future bullying and harassment or and workplace violence, which may include:

- Updating this policy;
- Putting new preventive steps in place;
- Updating and providing training, education, and information for all workers; and
- Reminding supervisors/managers and workers of their duties regarding bullying and harassment and workplace violence.

The actions taken in response to an incident will be reviewed and evaluated for their effectiveness.

The team member who has allegedly experienced bullying, harassment, and/or violence and the respondent will also be informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation. The results of the investigation are not the same as the investigation report. The results of the investigation are a summary of the findings of the investigation. The amount of information provided to the team member who has allegedly experienced, harassment, and/or violence and the respondent about the corrective action will depend on the circumstances, but will indicate what steps the Company has taken or will take to prevent a similar incident of bullying and/or harassment if bullying and harassment was found.

Regardless of the outcome of a complaint made in good faith, the team member lodging the complaint, as well as anyone providing information during an investigation, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, denial of opportunities within the Company or harassment of an individual as a result of her/his having made a complaint or having provided evidence regarding the complaint.

### **Team Member Support**

PSSI encourages team members who have experienced bullying and harassment, violence or discrimination, or who have been involved in any investigation in respect of same, to consult with a health professional. If you are experiencing adverse symptoms as a result of bullying and harassment or violence such as stress, anxiety, depression, etc., you may utilize the Company's Employee Assistance Program by calling 877-595-5281 or going online to [guidanceresources.com](http://guidanceresources.com).

Workers who have been harmed as a result of an incident of violence at the workplace are advised to consult the worker's health care provider (of their choice) for treatment or referral for post-incident counselling, if appropriate. This advice will be documented on the violent incident report. Team members do not have to consult a doctor if they do not think it necessary.

### **Other Remedies**

This policy is not intended to discourage a worker from exercising the worker's rights pursuant to any other law, including the worker's right to file a complaint with the human rights commission in the worker's province.

Without limiting the generality of the foregoing, in Saskatchewan, section 36 of *The Occupational Health and Safety Regulations, 1996* contains provisions respecting harassment. Workers have the right to request the assistance of an occupational health officer to resolve a complaint of harassment. Section 16 of *The Saskatchewan Human Rights Code* contains provisions respecting discriminatory practices and the worker's right to file a complaint with the Saskatchewan Human Rights Commission.

### **Evaluation**

- PSSI will maintain summary totals of bullying and harassment and violence incidents and any discipline applied, on a no-names basis.
- The Canadian Technical Services Director will review the summary records on an annual basis.

### **Success Acknowledgement**

- Where records indicate that a worksite has been free of violence or bullying and harassment incidents for a year the Site Supervisor will be commended.

### **Reference Material**

Provincial Human Rights Legislation, PSSI Training Video, PSSI Injury/Illness Prevention Program Team Member Handbook, PSSI Team Member Disciplinary Report, Provincial Occupational Health and Safety Legislation.

### **Record Keeping**

Human Resources will maintain and have access to notes and records kept in relation to all matters under this policy in accordance with applicable law. Human Resources will maintain the confidentiality of those notes and records to the extent reasonably practicable and appropriate in the

particular circumstances and will not disclose those notes except in accordance with this policy or as required by law.

If an investigation fails to find evidence to support a complaint of bullying and harassment or workplace violence, there will be no documentation concerning the complaint placed in the file of the respondent. If bullying and harassment or violence is found, the incident will be documented in the respondent's personal file.

No documentation will be placed on the complainant's file where the complaint is filed in good faith, whether the complaint is substantiated or not.

## **Human Rights Policy**

The Company is committed to maintaining a working environment which actively promotes and supports human rights. The Company recognizes the value of each and every team member and the diversity of our team members and our community.

The Company is committed to meeting its obligations under human rights law and to providing a respectful and inclusive workplace. Every team member has the right to work in an environment free of discrimination and harassment. Discrimination and harassment based on race, ancestry, place of origin, colour, ethnic origin, citizenship, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, or any other prohibited ground of discrimination set out in applicable provincial human rights legislation, will not be tolerated.

This policy applies to all team members, volunteers, and contractors of the Company. This policy covers discrimination and harassment in the workplace, at Company events, at client sites, in the course of work performed off Company premises, and it applies to incidents outside of the workplace which have an impact on the work environment.

Anyone found to be in contravention of this policy may be subject to disciplinary action, up to and including termination of employment for just cause.

### **Duties and Responsibilities**

The Company has a duty to maintain an environment that is respectful of human rights and free of discrimination and harassment for all persons. In fostering this environment, the Company will take reasonable steps to remove any discriminatory barriers in employment policies and practices and in accessing resources, and facilities, and the Company will take all allegations of discrimination and harassment seriously and respond promptly.

The Company expects that everyone will:

- comply with this policy;
- be aware of and sensitive to issues of discrimination and harassment;
- support individuals who are, or have been, targets of discrimination and harassment;
- prevent discrimination and harassment;

- not demonstrate, allow or condone behaviour contrary to this policy, including reprisal;
- report discriminatory or harassing activity to their immediate manager or supervisor; and
- cooperate in any investigation under this policy.

Supervisory and managerial personnel have a specific duty to implement this policy. This duty includes prevention of and response to discrimination and harassment and ensuring their direct reports are aware of and compliant with this policy.

### **Accommodation**

Reasonable accommodation will be provided as required by applicable human rights law, in accordance with the principles of dignity, individualization, and inclusion, to the point of undue hardship. Anyone requesting accommodation is required to participate in the accommodation process and provide information requested by the Company.

### **Request for Accommodation**

If you have any questions about this policy or if you wish to make a complaint or make a request for accommodation, please contact the Corporate Human Resources department at 888-871-6335. The accommodation request should indicate:

- The prohibited ground with respect to which accommodation is being requested;
- The reason why accommodation is required, including enough information to confirm the existence of a need for accommodation; and
- Your specific needs related to the prohibited ground.

No person will be penalized for making an accommodation request in good faith.

The Company, the person requesting accommodation and any necessary expert(s) will work together cooperatively to determine the accommodation needs and the appropriate accommodation solution.

The Company may require further information related to the accommodation request, in the following circumstances:

- Where the accommodation request does not clearly indicate a need related to a prohibited ground;
- Where further information related to the person's limitations or restrictions is required in order to determine an appropriate accommodation;
- Where there is an objective reason to question the legitimacy of the person's request for accommodation.

Where expert assistance is necessary in order to identify accommodation needs or potential solutions, the accommodation seeker is required to cooperate in obtaining that expert advice.

### **Confidentiality**

The Company will maintain the confidentiality of information related to an accommodation request and will only disclose the information as needed in order to determine accommodation

needs or implement an accommodation.

## Team Member Privacy and Confidentiality Policy

This document is for internal use only and may not be provided to any person outside of Packers Sanitation Services, Inc. (hereinafter “PSSI”) without consent of [Legal Affairs].

### 1. Scope and Overarching Principles

PSSI strives to be an open and accessible organization and is committed to maintaining the security, confidentiality and privacy of team members’ personal information. We have developed this Team member Privacy and Confidentiality Policy (“Policy”) to reflect our ongoing commitment to our team members and in compliance with applicable privacy laws across Canada. The purpose of this Policy is to preserve the privacy of PSSI team members by outlining team member obligations and procedures for dealing with the collection, use, disclosure and retention of personal, privileged or confidential information

Our Privacy Officer (“PO”), the PSSI HR Manager is accountable for the implementation of this Policy. PSSI team members who disclose personal information contrary to this Policy may be subject to disciplinary measures, up to and including termination for cause. Any issues or questions regarding this Policy should be directed to the PO.

This Policy applies to all PSSI team members based throughout Canada or anyone else who is granted access to PSSI team members’ personal, privileged or confidential information.

### 2. Definitions

In this Policy:

“**PSSI team member**” means an individual who is or was employed by PSSI (this includes any current, past or prospective team member), as well as any officer, director, partner, consultant or contracted staff of PSSI;

“**Personal information**” as used in this Policy, is any information about an identifiable individual and includes, among others, name, medical history, criminal record, employment history, address, personal telephone number, any numerical identification, such as Social Insurance Number and as well as certain biometric characteristics, such as face scans stored by our security system, which is required to facilitate verification of the identity of team members.

### 3. Why PSSI Collects and Manages Personal Information

PSSI collects, uses and discloses personal information of PSSI team members to establish, manage and terminate the employment or contractual relationship, including for purposes related to team member recruitment, training and development, evaluation, salary and benefit administration, staffing and deployment, security and health & safety issues, including workers’ compensation claims, monitoring of use of PSSI’s facilities, equipment and devices as well as for providing post-employment references, to provide adequate information to third parties to whom PSSI has

outsourced any tasks, and, in the case of biometric information, to confirm attendance and log the number of hours worked.

PSSI's collection, use and disclosure of personal information for the foregoing purposes is limited to that which is reasonable and necessary for the purposes identified above.

#### **4. How PSSI Obtains PSSI Team Members' Consent**

Generally, when PSSI team members accept an offer of employment from PSSI, their consent to the collection, use and disclosure of their personal information is understood to be given for all purposes that have been identified to them verbally or in writing, including the purposes detailed in this Policy.

In some jurisdictions, team members may be required to explicitly consent to PSSI's collection, use and retention of their biometric characteristics (by filling out a consent form).

#### **5. Exceptions**

PSSI may use personal information without knowledge or consent of the PSSI team member if it is used for the purposes authorized under applicable data protection laws and/or for the purpose of acting in respect of an emergency that threatens the life, health or security of an individual, or if obtaining consent would defeat the purpose for which information is being collected, such as in connection with investigations of an offence under applicable law.

PSSI may also collect, use and disclose personal information without the knowledge or consent of the team member if it is clearly in the interests of the individual and consent cannot be obtained in a timely way.

#### **6. What Team Member Personal Information is Collected**

Personal information collected about PSSI team members includes information received from PSSI team members on applications or other forms such as age, birth date, home address and personal telephone numbers, e-mail addresses, Social Insurance Number, driver license number, bank and account information, education and training, information related to the PSSI team member's employment such, medical conditions that require our awareness, as well as certain biometric characteristics such as face scans.

Personal information may be collected from any of the following sources: resumes, job applications, interviews, personal information forms, payroll related documents, reference checks and other background checks, biometric information such as face scans, performance appraisals, medical certificates from attending physicians, benefit application forms, emails and computer use and records, telephone, faxes, leave of absence requests, vacation or maternity and parental leave requests, investigations into complaints, publicly available sources and/or entities affiliated with PSSI.

#### **7. How Team Member Personal Information is Stored and Transferred**

The PSSI HR department maintains a personal file for each PSSI team member. The information contained in these files is gathered and collected for employment purposes and generally include information regarding employment letters, promotions, transfers, performance and salary reviews, medical notes (if applicable) and other documentation. These files are kept strictly

confidential in and is only used or disclosed to third parties in accordance with the terms on which it was collected and its intended purposes, except as permitted or required by law or this Policy. PSSI employs adequate administrative and technical security measures to protect personal information against loss, theft, unauthorized access, disclosure or use. In particular, PSSI uses encryption for the storing of sensitive personal information such as biometric characteristics. PSSI uses contractual arrangements to provide a comparable level of protection where information is processed by a third party for payroll and benefits administration or for other purposes. In some cases, PSSI team members' personal information may be disclosed, processed and stored outside Canada, and therefore may be available to foreign government authorities under lawful orders and laws applicable there. Any questions you have concerning the handling of your personal information by the non-Canadian service providers can be addressed to the HR Manager whose contact information can be found at the end of this Policy.

PSSI will retain certain personal information in order to satisfy the purpose for which it was collected, to satisfy our legal obligations and to protect the interests of PSSI. Despite the foregoing paragraph, personal information that is the subject of a request by an individual or a privacy commissioner, or the object of a litigation, shall be retained as long as necessary to allow individuals or PSSI, to exhaust any recourse they may have under applicable laws.

## **8. Access to PSSI Team Member Personal Information**

A team member may seek access to his or her personal information and PSSI will respond within 30 days (where possible) of team members' written request to the HR department. Except where otherwise permitted or required by law to deny access, including due to the confidential nature of the information, PSSI will provide team members with access to their personal information.

PSSI will strive to ensure that team members' personal information it uses is accurate and complete. If there is inaccurate personal information in the team member's file, the team member must advise the HR department of the correction and PSSI will amend the record accordingly.

Concerns or complaints related to data protection or privacy issues must be made, in writing, to the HR department setting out the details of the concern or complaint. You may also wish to contact the PSSI Team Member We Care hotline at 844-880-0009 or submit a complaint via the form available at [wecare.pssi.com](http://wecare.pssi.com). The HR department shall investigate the matter forthwith and make a determination related the resolution of the concern or complaint. If your concerns remain unresolved, you may contact the HR Manager at the coordinates below:

PSSI HR Director  
Privacy Officer  
Packers Sanitation Services Inc., Ltd.  
Phone: 888-871-6335  
Email: [hr@pssi.com](mailto:hr@pssi.com)

## **9. Sharing of PSSI Team Member Personal Information**

To the extent allowed by law, by this Policy and/or by the team member's consent and as required for a stated purpose, PSSI may disclose personal information to any of the following: to its agents, representatives or affiliated companies in Canada and the United States (or elsewhere), its services providers (including for administrative services such as audits, payroll services, benefits

provision), its clients and corporate customers for purposes of carrying out its business activities or government, regulatory or law enforcement agencies where required or authorized by law (including in order to investigate a breach of an agreement or a contravention (or anticipated contravention) of a federal or provincial law or for the purpose of detecting or suppressing fraud).

Any other requests for disclosure of personal information to third parties must be accompanied by a completed, signed and dated Authorization to Release Information form, a copy of which is attached as to this Policy as Exhibit “A”.

## **10. Changes to this Team Member Privacy and Confidentiality Policy**

PSSI regularly reviews all of its policies and procedures, and we may change this Policy from time to time. PSSI’s Team member Privacy and Confidentiality Policy, as amended from time to time, can be found in the company handbook. This Team member Privacy and Confidentiality Policy was last updated on January 1, 2021.

### **Team Member Classification**

The Company currently has the following team member classifications:

#### **Full-Time Team Members**

Full-time team members are team members who are normally scheduled to work at least twenty-five (25) hours per week, as determined by the Company in its sole discretion. Full-time team members are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program. As used herein, “full-time” is a general team member classification used by the Company for a variety of purposes. Team members not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

#### **Part-Time Team Members**

Part-time team members are team members who are normally scheduled to work fewer than twenty-five (25) hours per week, as determined by the Company in its sole discretion. While part-time team members receive all legally mandated benefits (such as workers’ compensation insurance), they are generally ineligible for the Company’s discretionary benefit programs.

#### **Temporary Team Members**

Temporary team members are team members who are employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary team members will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary team members are not eligible for Company benefits.



## **Non-Exempt Team Members**

Non-exempt team members include all team members who are eligible for overtime pay under the provisions of the applicable employment standards legislation.

## **Exempt Team Members**

Exempt team members include all team members who are classified by the Company as exempt from the overtime provisions of the applicable employment standards laws. Exempt team members are expected to engage primarily in the duties outlined in their respective exemption. If you believe you are not primarily engaged in such duties outlined in your job description or believe your position does not meet an exemption based on your assigned duties, please consult with the Corporate Human Resources Department immediately. Your salary is paid to compensate you for all hours worked.

If you have any questions concerning your team member classification or the benefits for which you qualify, please consult with the Corporate Human Resources Department or the applicable benefit plan documents.

## **Meal Periods**

Except for certain exempt team members, it is our policy to provide and afford all team members who work five (5) hours or more with an uninterrupted thirty (30) minute meal period free from all duty to commence within the first 5 hours of work. All team members who work ten (10) hours or more will be provided a second uninterrupted thirty (30) minute meal period free from all duty to commence before the end of the 10th hour of work. Team members will not work more than five hours in a row without getting a 30-minute meal break free from work. For this reason, unless there is a written agreement for an on-duty meal period approved by your Site Manager, team members must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such team members of all duty during their meal periods, with the team member being at liberty to use the meal period time as the team member wishes. You may leave the premises for your meal period if you desire. The Company schedules all work assignments with the expectation that all team members will take their duty-free meal periods and we encourage you to do so. Team members may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods during which they were required to work. At no time may any team member perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct a team member how to spend his or her personal time during a meal or rest period. Team members should immediately report a manager's or supervisor's instruction to skip or work during a meal period to your Site Manager or the Corporate Human Resources Department. The Company strictly prohibits retaliation against any team member who reports violation of the Company's meal and rest period policies.

On-Duty Meal Period. In limited situations, certain designated team members may be authorized to work an "on-duty meal period" when the nature of the team member's duties prevent

the team member from being relieved of all duty. Only if the nature of your job duties requires it, and you and the Company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

**Rest Periods**

The Company provides all team members with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. Rest breaks will be provided as follows:

<b>Shift (Hours Worked in Day)</b>	<b>Number of Paid Rest Breaks</b>
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for team members whose total daily work time is less than three and one-half (3 ½) hours. Team members are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, team members are not required to record their rest periods on their timesheets or timecards. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted rest period required by Company policy. However, no supervisor is authorized or allowed to instruct or allow a team member to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by a team member without any coercion from a supervisor and the waiver is purely voluntary. Team members may be required to confirm that they have been provided an opportunity to take all of their duty-free rest periods during a particular pay period (including pay periods when or more rest periods have been voluntarily waived by you).

**Recovery Periods for Team Members**

The Company provides all team members working conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating, or as required by applicable health and safety legislation. Team members are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, team members are not required to record their cool-down periods on their timesheets or timecards.

It is also our policy to relieve team members of all duty during their cool-down periods. As such, no supervisor is authorized or allowed to instruct a team member to waive or skip a cool-down period, and they cannot be used to shorten the workday or be accumulated for any other purpose.

Team members should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Corporate Human Resources Department.

## **Seating**

The Company provides suitable seating for team members when the nature of a team member's work reasonably permits. If you do not have seating at your workstation and feel you need seating, please let your supervisor or the Corporate Human Resources Department know, and we will look into the situation to determine what can be done.

## **Lactation Break**

You have the right to request, and the Company will provide, accommodations required for team members to express breast milk as necessary. Team members should notify their immediate supervisor of the Human Resource Manager to request accommodations to express breast milk under this policy.

The Company will provide a reasonable amount of break time to accommodate a team member's need to express breast milk for the team member's child and will not unreasonably limit the amount of time or the frequency that an associate expresses breast milk. The length and frequency of lactation breaks could vary based on the needs of the individual requesting the breaks. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Team members should clock out for additional lactation time taken that does not run concurrently with normally scheduled meal and rest periods, and such additional breaks will be unpaid. The Company does not require the team member to work while pumping. However, if the team member works while pumping, the associate will be paid at their regular rate for that time. The Company additionally will provide team members with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the team member's work area, shielded from view, and free from intrusion while the team member is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the team member's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the team member's work area, shielded from view, free from intrusion while the team member is expressing milk, and has the other elements described above.

## **Immigration Compliance**

In compliance with the *Immigration and Refugee Protection Act* ("IRPA"), it is the policy of the Company to only hire persons who are authorized to work in Canada. Every new team member must provide original documents demonstrating their identity and authorization to work in Canada before beginning work.

The Company will take all of the following steps:

- Ensuring all team members provide original documents demonstrating their identity and authorization to work in Canada. These may include proof of Canadian citizenship (Canadian citizenship card or Canadian birth certificate with another piece of photo identification), proof of permanent resident status (passport or other piece of photo identification and Record of Landing document (form IMM 1000) and/or Permanent Resident Card), proof of status as a temporary worker (passport or other piece of photo identification and a valid Work Permit); or documents supporting the fact that the foreign national is eligible for one of the exemptions provided in paragraph 186 of the IRPA. Social Insurance cards, Health Insurance cards and drivers' licenses do not establish that an individual is authorized to work in Canada for the purposes of the IRPA.
- Following document retention requirements.
- Reasonably assessing the document's validity. The Company accepts documents that appear to be genuine and relate to the person presenting them.

## **Background Screening**

To ensure that team members of the Company continue to be qualified, to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment, or retention, the Company reserves the right to conduct background screening on all of its team members, in accordance with applicable law. Background screening is a sound business practice that benefits everyone; it is not a reflection on any particular team member.

Should you have any questions regarding the Company's background screening policy, please contact the Corporate Human Resources Department.

## **Job Transfer Policy**

Team members may apply for a transfer opportunity provided they meet the following eligibility requirements:

1. Meet the minimum eligibility requirements for the open job that you seek to transfer into.
2. Be able to perform the essential functions of the open job with or without reasonable accommodation.
3. Complete and return a voluntary transfer form to the human resources department.

Team members interested in transferring can contact Human Resources or the hiring manager for additional job information. If the team member so requests, Human Resources will keep their inquiries regarding a posted position confidential.

Transfers typically take effect within 4 weeks, but usually no later than 6 weeks, after a team member's acceptance of an open position. Factors such as the urgency to fill the position, status of the team member's present workload, and difficulty in filling the team member's present position are to be considered in determining a transfer date.

The Company may require team members to transfer to specific positions based on business needs and conditions.

## **Re-Hire Policy**

Generally, former team members of the Company who left in good standing are eligible for immediate rehire. A former team member whose employment was involuntarily terminated or who resigned in lieu of termination for such reasons is ineligible for re-employment for a minimum period of six-months. After a six-month break in service, a team member who has been involuntary terminated may be considered for employment, unless the team member had been terminated for gross misconduct to be determined in the sole discretion of PSSI.

## **Disease Policy**

Many diseases are contagious and can be transmitted between humans even before symptoms develop. The best way to prevent the spread of contagious diseases is through good hygiene and for the affected person(s) to stay home and away from work, school and other people until the disease has run its course.

Communicable diseases that we need to be cautious of include: COVID-19, Chicken Pox, Mumps, Measles, Tuberculosis, Avian Flu, Hepatitis A, Noroviruses, Salmonella Typhi, Sapoviruses, Shigella species, Staphylococcus aureus, Streptococcus pyogenes, MRSA and Scabies.

The Company is in the business of providing sanitation services to our clients to help them produce the highest quality, safest and most sanitary foods available today. It is our duty as subcontractors to ensure that our work force is healthy while working in their facility.

If a team member is sick due to one of the contagious diseases listed above, that person should not be at the worksite and they will be given an excused absence until they are no longer contagious. Team members may be required to provide a doctor's note and fit for duty form before returning to work. Anyone attempting to come to work while contagious is in violation of the Company policy and is subject to disciplinary action, up to and including termination for cause.

## **Pandemic Policy**

### **Purpose**

The Company strives to provide a safe and healthy workplace for all team members. This pandemic policy outlines our overall response to a pandemic outbreak and our emergency preparedness and business continuity plan. It outlines specific steps PSSI takes to safeguard team members' health and well-being during a pandemic while ensuring PSSI's ability to maintain essential operations and continue providing essential services to our customers. In addition, it provides guidance on how PSSI intends to respond to specific operational and human resource issues in the event of a pandemic.

### **Pandemic Defined**

According to the Public Health Agency of Canada and other organizations that monitor public health threats, a pandemic is a global outbreak of disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. A pandemic will be declared by PSSSI management, in conjunction with the Public Health Agency of Canada and local health and human services department.

Pandemic viruses pose the most serious global threats to public health and our economy. It conceivably can cost billions of dollars in productivity losses resulting from absenteeism, payouts of sick leave or workers' compensation, and lost sales; disrupt transportation and communication services on which we all depend; and impede delivery of necessary goods and services. Inability to predict when such a disease might strike and with what severity makes it incumbent on PSSSI to consider how our business might be affected and to articulate what needs to be done to respond to an outbreak.

PSSSI may be designated as an essential employer in your province. Even essential personnel might become ill and unavailable to work. PSSSI and our customers have devised and agreed on back-up arrangements and have equipped our team members with necessary resources including, but not limited to, Personal Protective Equipment (“PPE”), sanitization measures, and social distancing measures.

### **Remote Work Locations (Corporate)**

PSSSI acknowledged that during a pandemic, local, provincial or federal authorities might prohibit or severely curtail individuals' access to and use of public services and public transportations close or prevent access to building or public highways isolate or quarantine buildings' occupants and prevent inner- or intraprovincial delivery of goods and services.

We cannot predict and have no control over such authorities' actions and acknowledge our legal duty to comply with outside authorities' directives.

We are prepared to continue key operations from a number of remote work locations, including essential team members' home offices. We have installed resources necessary for off-site telecommuting operations. In addition, we have designated a secure Web site through which essential personnel can communicate with each other and outside authorities.

### **Pandemic Remote Work Policy**

In the event a pandemic is declared, team members will be promptly notified by their direct supervisor/manager. Not all roles are suited for remote work and not all job functions can be conducted remotely. If the position allows for it, PSSSI will provide team members with the necessary technology and equipment that allows them to complete the essential functions of their job remotely.

The Company is committed to ensuring that a team member's remote worksite is safe. The team member must maintain safe working conditions and practice the same safety habits and follow safe work procedures in the remote worksite as at their primary worksite. The team member must conduct an assessment of their remote worksite and report any hazards to their manager prior to the start of remote work. A home office must be in accordance with any applicable occupational health and safety law. The team member will receive the education and training necessary to ensure health

and safety in the remote worksite as well as at the primary worksite. The team member is responsible for ensuring compliance with applicable occupational health and safety law and all health and safety policies of the Company. If the workspace is unsafe and cannot be made safe, the Company has the right to refuse or revoke the team member's remote work arrangement.

Team members must inform the Company if they will be working alone or in isolation at their home worksite, as further safety protocols may be necessary. If a team member will be working alone or in isolation, the team member and the team member's supervisor will coordinate to identify any hazards to the team member and to eliminate or minimize such hazards, and the Company will arrange for checking the well-being of the team member in accordance with the written procedure for such checks, if required by the applicable occupational health and safety law.

Team members working remotely are covered by workers' compensation for job-related injuries that occur while the team member is performing work. All accidents and injuries that occur during work must be reported immediately to (888) 871-6335.

### **Office Closure due to Outbreak**

All team members will be notified by their direct supervisor/manager of office closures and procedures that will take place due to outbreak. Team members will be asked to stay home until the office is cleared to open. If a team member cannot make it into work when the office is cleared to open, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only.

### **School Closure due to Outbreak**

Team members will be asked to notify their direct supervisor/manager in the event their child's school closes due to outbreak. If team members need to stay home with their child during this closure, they will be authorized to work remotely to complete the essential functions of their job if the position is authorized to do so and will be paid for hours worked only. They may also be eligible for an unpaid, job-protected leave pursuant to applicable employment standards legislation.

### **City/Local Travel Closure/Restrictions due to Outbreak**

All team members will be responsible for notifying their direct supervisor/manager in the event they are unable to come to work due to city closure/restrictions or public health measure. All team members will be asked to stay home until the city ordinance or public health measure has been lifted. If a team member cannot make it into work when the closure/restriction or public health measure is lifted, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only. Depending on the circumstances, they may also be eligible for an unpaid, job-protected leave pursuant to applicable employment standards legislation.

### **Time Keeping Procedures when Working Remotely**

Team members authorized to work remotely on a company issued device, will be expected to accurately record their hours in the timekeeping system, with details of work performed. Subject to applicable employment standards legislation, hours worked that are not pre-approved by your

direct supervisor/manager are subject to progressive disciplinary action, up to and including termination.

### **Infection-Control Measures**

PSSI takes numerous steps to minimize the practicable exposure to and spread of infection in the workplace, which is an ideal site of contagion because of worker's close proximity to one another. As appropriate, PSSI recommends measures that team members can take to protect themselves outside the workplace and encourages all workers to discuss their specific needs with a family physician or other appropriate health or wellness professional.

PSSI requires team members who contract the virus or have been exposed to the virus to contact their manager before returning to work and to report to public health and seek medical attention as necessary.

### **Pandemic Leave Policy**

#### Confirmed Case

In the event a pandemic is declared, PSSI will grant job protected leaves in accordance with applicable employment standards legislation. =

Team members may be required to provide written document from a medical care provider confirming their need for the time off due to the illness unless prohibited by law. A valid doctor's note must include the following information:

1. Date of Visit
2. Estimated time off
3. Confirmation of a medical condition requiring a leave (without diagnosis)
4. Follow up appointments if necessary
5. Doctor's signature and date

If the note does not contain the above information, the absence may be considered unexcused until a corrected doctor's note is received. Anyone attempting to come to work while still contagious is in violation of the Company policy, and will be subject to disciplinary action, up to and including termination. In considering disciplinary action under this policy, the Company will engage in the interactive process and consider reasonable accommodations for team members who might have a disability.

Team members eligible for the company's Short-Term Disability ("STD") and/or Long-Term Disability ("LTD") plan may qualify for STD/LTD benefits due to illness. Team members should contact the Benefits Department for more information. All plan provisions for STD/LTD will apply.

### **Family Medical Leave**

Team members confirmed to be infected with illness or are absent from work to care for an immediate family member confirmed to be infected with the illness, may be eligible for an unpaid, job-protected leave pursuant to applicable employment standards legislation. Team members should



notify the Corporate Human Resources department as soon as possible for the need for leave.

Abuse of the pandemic leave policy may lead to progressive disciplinary action, up to and including termination for cause. The Company reserves the right to review and make changes to the pandemic policy without notice, due to updated pandemic conditions.

### **Employment of Minors/High School Students**

It is the policy of the Company not to employ minors for any position. In no event will the company employ any person under the age of eighteen (18). Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older, until the individual graduates or is no longer enrolled.

Any team member who suspects a minor or high school student is working for the Company must report this violation immediately. The Company has established numerous reporting methods that can be used to report a concern, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009 or submit a report online at [WeCare.pssi.co](https://www.pssi.com/WeCare); or
- You may also contact our third-party compliance specialist by calling (888) 930-7089 or
- You may also contact the Corporate Human Resources Department by calling (888) 871-6335 or emailing your report to [compliance@pssi.com](mailto:compliance@pssi.com).

The Company will not tolerate retaliation against team members for raising concerns in good faith. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed.

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

## **II. WHAT YOU CAN EXPECT FROM US**

### **Company Benefits**

The Company provides the following benefits to eligible team members. The Company reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to team members.

### **Your Pay**

We distribute paystubs electronically on a weekly basis each Friday, unless you opt to receive paper paystubs or provincial law indicates otherwise. Team members should review and verify pay information on a regular basis so any necessary changes can be made as soon as possible. Any questions about the amount of your pay or deductions should be brought to the attention of the **Corporate Payroll Department** immediately by calling (888) 871-6335. Team members who have lost their paper pay cheque must immediately report the loss to their Site Manager. The team member will be responsible for any charges incurred for stop-payment process by the bank unless otherwise prohibited by law.

Team members who would like their pay cheque directly deposited into a bank account of their choosing should request a direct deposit form from their Site Manager. The Company encourages direct deposit to ensure timely delivery of payroll in the event of unseen problems in the mail delivery.

The workweek starts on Monday at 3:00 a.m. and runs through Monday at 2:59 a.m.

For upper management-level and Corporate Office staff, the pay period is on a biweekly schedule and payday is every other Friday.

### **Expense Policy**

Certain Company team members may be authorized to incur reimbursable expenses on behalf of the Company. All such expenses must be pre-approved by the Company.

Moreover, all expenses must be documented with receipts. Only those pre-approved expenses incurred on behalf of the Company for legitimate business purposes will be reimbursed. Reimbursement forms with receipts or other substantiating documentation should be submitted within 120 days or the reimbursement will be forfeited, unless otherwise prohibited by law. Reimbursements will be issued promptly, but in no case later than 60 days following the approval of the expense.

Reimbursements under this policy are intended to comply with the *Income Tax Act* and any other applicable legislation and all provisions of this Policy shall be construed in a manner consistent with the requirements under the *Income Tax Act* and any other applicable legislation. The Company will not be liable for any taxes or penalties on any reimbursements.

Any team member who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment for cause.

## **Payroll Deduction**

Normal payroll deductions for federal and provincial income tax EI, and CPP will automatically be deducted from a team member's pay cheque based on information they provide to the Company. Other payroll deductions required or permitted by law will also be made when appropriate.

## **Timekeeping Procedures**

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") AirClock™, a facial recognition biometric timekeeping system, which can verify the team member's identity. PSSI will use Asure to track team members' attendance and time.

### **Procedures**

To punch in, the team member follows two simple steps:

- (1) The first time a team member punches using the AirClock, they will go through a 1 ½ minute onscreen biometric training process.
- (2) Once the team member is trained, they can punch in using their ID number. The system utilizes the face detection and verification algorithms to choose the best image to be submitted to the cloud based Asure Force system.

Report any problems when clocking in or out and hours worked not entered into the biometric time and attendance system to your supervisor/manager immediately.

### **Missed Punches**

Team members who do not punch in or out at the required time shall do so as soon as possible and then notify their supervisor or manager. If there is a legitimate reason, the supervisor or manager shall notify the appropriate personnel with the pertinent information for correction on the time-keeping software. Simply "forgetting" to clock in and out will not be a legitimate excuse and may be cause for disciplinary action, up to and including termination for cause.

### **Timekeeping Violations**

Team members shall be subjected to discipline, up to and including termination for cause, for any violations including, but not limited to:

- any attempt to tamper with timekeeping hardware or software;
- falsification of information, whether intentional or unintentional;
- attempting to clock in or out for any other team member;
- interfering with other team members use of any timekeeping equipment or forms;
- any action, whether intentional or unintentional, which damages or causes to damage any timekeeping equipment;
- having access to any timekeeping software without the express permission of the Site Manager;
- interfering with any investigation concerning any timekeeping issues;

- attempting to view any other team members records;
- attempting to download any records from any machine.

### **Disputes**

- In the case of a timekeeping dispute, the team member shall make written notice of problem and submit to the Site Manager.
- If no malfunction or other mechanical problem is found with the device in question and no other evidence can substantiate the team member's claims, the records recorded by the timekeeping device shall be considered final.

### **Other Timekeeping Rules**

Unless otherwise notified, each team member is required to accurately record his or her hours of work for PSSSI, through the use of a timecard, an electronic timekeeping system, or a hand-written record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor prior to processing your pay cheque for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the applicable employment standards legislation.

“Off clock” work time is not permitted. If any manager or supervisor directs you to or suggests that you should perform work while not “on the clock,” you must notify the Site Manager immediately. Similarly, non-exempt (overtime-eligible) team members are not permitted to perform work after hours or from home without specific direction from their supervisor, and in the event such work is authorized, all time spent working must be reported on the team member’s time record.

You must punch in/out for the following periods:

- Punch in immediately before donning your personal protective equipment (“PPE”). Once you have punched in, this act starts the continuous workday and you are expected to immediately proceed to your workstation once you have completed donning your PPE.
- Punch out immediately after finishing work before a meal period/lunch break. In plants that disallow PPE in the break area, team members are required to doff PPE before punching out for all meal periods to comply with welfare area procedures or cross contamination issues. In facilities that permit PPE in the break area, team members are not required to doff their PPE before a meal period/lunch break. Team members at these facilities may doff and re-don their PPE during rest and meal periods, but this doffing and re-donning time is not compensable, as PSSSI does not require it, and such activity would be purely for the team members’ comfort.
- Punch in before re-donning your PPE in those plants that disallow PPE in the break area and/or before returning to your workstation after a meal/lunch period.
- Punch out after doffing your PPE at the end of the workday.

While PSSSI recognizes that it may take some team members slightly longer to don, doff, and walk to and from one’s workstation than other team members, all team members are expected to don, doff, and walk in a reasonably efficient and timely fashion. Those who fail to do so may be subject to discipline up to and including termination. In some PSSSI facilities, team members may be permitted to don and doff their PPE at home. If this is permitted at your PSSSI facility, you may arrive at work in your PPE and you may depart from work in your PPE. If you choose this option, any time spent donning and doffing the PPE at your home will be non-compensable, as you will not be donning and

doffing on-site. Again, this is a purely voluntary choice that you may have depending upon the facility at issue.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your Site Manager before working overtime or hours beyond your regular work schedule. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing-in/clocking-in more than seven (7) minutes before the start of a scheduled shift or signing-out/clocking-out more than seven (7) minutes after the end of a scheduled shift without prior approval is unacceptable. You are not permitted to punch in early so that you may don your PPE and then “wait” for the workday to begin. Team members who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their Site Manager are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your timecard or time record must be initialed by you and your Site Manager. Under no circumstances may any team member punch or record another team member’s timecard. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member’s time, or violates any time recording procedure is grounds for disciplinary action, up to and including termination.

In the event any of the above-mentioned policies conflict with the applicable provincial law, the applicable provincial law will be followed.

## **Overtime and Work Schedule**

Work schedules vary by location; however, team members are informed of their regular work schedule upon hire. Team member schedules may be changed due to the Company’s and clients’ needs.

The Company may periodically schedule overtime or weekend work in order to meet our business needs in accordance with the applicable employment standards legislation. We will attempt to give as much advance notice as possible, and we expect that all team members who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign team members to a different shift where it is necessary for the efficient operation of the Company.

Time off requests are due two (2) weeks before the requested time off. The request is reviewed and subject to approval by the Manager. The team member will be notified if the request is denied.

## **Paid Holidays**

The Company observes statutory holidays as required by the applicable employment standards legislation in your province.

Statutory holiday pay will be paid as required by applicable employment standards legislation. Holiday pay does not count as “hours worked” for purposes of calculating a team member’s entitlement to overtime during the week in which the holiday occurs unless required by the applicable employment standards legislation.

Some plants may be open on a holiday due to business necessity and/or per their specific contract. In some cases, team members may have to work on a holiday for business necessity. If you work on a public holiday, you will receive premium pay as required by the applicable employment standards legislation and either receive a substitute day off with public holiday pay or receive public holiday pay.

**Paid Vacation**

The Company provides vacation benefits to all team members. Vacation time and vacation pay will accrue in accordance with the following chart. If applicable employment standards legislation provides a greater entitlement to vacation, you will be provided with vacation in accordance with employment standards legislation.

<b>Team member’s Continuous Length of Service</b>	<b>Number of Paid Vacation Weeks per Year</b>	<b>Maximum Accrual Cap</b>
1 to 5 years	2 weeks *	
5 to 10 years	3 weeks	
10 to 25 years	4 weeks	30 days
25+ years	5 weeks	38 days

*\*Team members in Saskatchewan will receive 3 weeks of paid vacation annually during 1-5 years of service.*

You will be required to take your minimum statutory vacation entitlements within the time period required by the applicable employment standards legislation. If you do not use your full entitlement during the statutorily required time period, you may not be allowed to carry any remaining vacation forward and the vacation will be lost, unless required by employment standards in your province.

Consult the Human Resources Department for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives while on vacation may vary according to the compensation plan of the team member.

Vacation time is given to team members so that they are better able to perform their jobs when they return. For this reason, we require team members to take their vacation and we do not permit team members to take pay in lieu of time off.

In addition, team members who are out on a leave of absence do not accrue vacation time while they are on their leave, except as required by law. Vacations must be scheduled and approved

by your supervisor at least two weeks in advance. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time by providing you with advance notice if required by the applicable employment standards legislation, and may also refuse a team member's application for particular vacation dates. We pay all accrued but unused vacation pay when a team member leaves the Company.

## **Bereavement Leave**

All full-time team members are eligible to receive funeral leave upon completion of three (3) consecutive months of service. In the event of the death of an immediate family member, full-time team members may be granted a bereavement leave of up to three (3) working days of paid time off to handle family affairs and attend the funeral.

In the event of the death of an extended family member, full-time team members may be granted a bereavement leave up to three (3) working days paid as follows: One and half (1.5) days paid time off and one and half (1.5) days unpaid time off to handle family affairs and attend the funeral. Part-time and temporary team members may be eligible for bereavement leave in accordance with applicable employment standards.

Supporting documentation must be submitted to the manager upon returning to work after the services in order to receive payment and/or approval for the time off. Additional unpaid time off may be allowed upon manager approval.

For purposes of this paid bereavement leave benefit, "immediate family" is defined as spouse, registered domestic partner, child, stepchild, registered domestic partner's child, father, mother, sister, brother, your spouse's parents, your registered domestic partner's parents, or grandparents. "Extended family" is defined as aunts, uncles, and cousins.

Time off granted under this bereavement leave policy will not be counted as hours worked in computing overtime and will not be paid in addition to any other type of allowed pay for the same days such as holiday pay, vacation pay, etc. Time off with pay must be taken consecutively.

Leave under this policy runs concurrently with the applicable statutory leaves taken under local, provincial or federal law

## **Insurance & Retirement Benefits**

We offer the following insurance and retirement benefits to eligible team members the first of the month following 90 days of service:

- Group Health Insurance
- Group Life Insurance
- Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

## **Workers' Compensation Insurance**

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to team members who experience injury or illness that arises out of the course and scope of your employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that knowingly filing a false or fraudulent claim for Workers' Compensation benefits, or knowingly submitting false or fraudulent information in connection with any Workers' Compensation claim, may violate applicable legislation. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment for cause. However, the Company maintains a strict policy against terminating, threatening to terminate, or in any manner discriminating against any team member because he or she has filed or made known his or her intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board in good faith. If you feel you are being discriminated against in violation of this policy, please contact the Corporate Human Resources Department.

## **Unemployment Compensation Insurance**

Benefits under this insurance law are available to those who meet the requirements if they become unemployed. Eligibility for receiving benefits is determined by federal and provincial compensation laws.

## **Civic Duties**

The Company encourages each of its team members to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your Site Manager immediately so your supervisor may plan the department's work with as little disruption as possible. Team members should inquire about the duration of the jury trial in advance of accepting such service.

Team members who are released from jury service before the end of their regularly scheduled shift, or who are not asked to serve on a jury panel, are expected to call their supervisor as soon as possible and report to work if requested. Regular pay continues for time spent in performing jury duty, provided that the team member reports to work on any day, or part of a day, when excused from going to court. Jury duty pay will be issued at the discretion of PSSI.

**Witness Duty:** If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

**Voting:** If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to three (3) consecutive hours off from work with pay to vote. If you would like to vote in a British Columbia provincial election, but you would otherwise not have 4 consecutive hours free from employment during voting hours, you may arrange to take up to four (4) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor, to the extent permitted by law, you must take the time off to vote either at the beginning or end of your work shift.



## **Leave for Victims of Domestic Violence, Sexual Assault or Stalking**

To the minimum extent required by law, team members who are victims, parents of a child who is a victim, or caregivers of a victim of interpersonal violence, domestic violence, sexual assault or stalking may receive paid or unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure their own health, safety, or welfare, or that of the team member's child. Team members who are victims, parents of a child who is a victim, or caregivers of a victim of interpersonal violence, domestic violence, sexual assault, or stalking may also receive paid or unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault or for any other purpose permitted by the applicable employment standards legislation. To take this leave, the team member must provide the Company with advance notice of the leave. If advanced notice is not possible, the team member may be required to provide the Company with evidence reasonable in the circumstances of their entitlement to the leave, including: 1) a police report showing that the team member was a victim of domestic violence or sexual assault; or 2) a court order protecting the team member from the perpetrator or other evidence from the court or prosecuting attorney that the team member appeared in court; 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the team member's absence was due to treatment for injuries from domestic violence or sexual assault, or 4) other reasonably sufficient proof in the circumstances that the team member is entitled to the leave in accordance with the applicable employment standards legislation.

The team member may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, team members who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the team member's safety while at work. A reasonable accommodation may include but may not be limited to: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to a job structure. The employer will engage the team member in a timely, good faith, and interactive process to determine effective reasonable accommodations. Team members are encouraged to request leave and accommodation under this policy without fear of retaliation.

## **Leave for Organ and Bone Marrow Donors**

A team member who provides written verification to the Company that the team member is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate if the team member has been employed for at least ninety (90) continuous days. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one (1) year period of time. Such team members must also be eligible for an additional unpaid leave of absence not to exceed a total of twenty-six (26) weeks in any one (1) year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed 5 business days in any one-year period. Team members will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2)

weeks of their vacation for organ donor leave. The one-year period is measured from the date the eligible team member's leave begins and will consist of twelve (12) consecutive months.

Leave under this policy runs concurrently with the applicable statutory leaves taken under local, provincial or federal law.

## **Statutory Leaves**

A team member may also be entitled to additional statutory leaves depending on the province in which they are employed. For more details, contact Corporate Human Resources. Under no circumstance will a team member receive less than their minimum statutory entitlements as required by the applicable employment standards legislation.

## **Wage and Hour Compliance**

It is the policy of the Company to fully comply with provincial and federal laws regarding payment of wages and to investigate and correct any improper payroll deductions or other payroll practices that do not comply with these laws. The Company takes all reasonable steps to ensure that team members receive the correct amount of pay in each pay cheque and that team members are paid promptly on the scheduled payday.

In addition, the Company will pay salaried team members their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. If you have any questions regarding salary deductions, please consult with the Corporate Human Resources Department.

In the unlikely event that there is an error in the amount of pay, that an improper deduction has been taken, or another improper payroll practice is occurring, the team member should promptly bring the issue to the attention of their Site Manager or the Human Resources Department, so that corrections can be made as quickly as possible. The Manager or the Human Resources Department will see that the matter is appropriately reviewed, and the team member will be reimbursed for the amount of any inappropriate deduction taken or other payroll mistake.

## **Layoff**

All team members may be subject to temporary layoffs, if necessary. If PSSI determines that it must reduce employment because of adverse economic or other conditions, then layoffs and recall from layoffs will generally be conducted in a manner that is consistent with PSSI requirements and in accordance with the procedures described below and applicable law.

In the event that a layoff is expected, PSSI will attempt to communicate information about an impending layoff as soon as possible. However, management reserves the right to alter the layoff procedure and withhold information about the layoff as permitted by law to protect the Company's interests.

Layoffs that are expected to be temporary will generally be handled according to the provisions of this policy. Selections for layoffs that are known to be permanent will be made

according to this policy and then handled according to company termination of employment and severance pay policies and applicable law.

Evaluation of the foregoing criteria will be within the sole discretion of PSSI. Team members will be selected for layoff based on the following criteria:

- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of the company and specific projects.
- Length of service with the company.

A team member's length of service is measured from the original date of employment with PSSI, as long as there has not been a break in service greater than 30 days. During a layoff, team members with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Team members with a break in service greater than one year will receive credit for service only from their most recent date of hire with the company. Statutory leaves taken in accordance with applicable employment standards legislation do not constitute breaks in service.

Team members selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.

Team members who are laid off will be maintained on a recall list for the period permitted by applicable law, or until management determines the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the team member may have. While on the recall list, team members should report to the human resource (HR) department if they become unavailable for recall. Team members who do not keep a current home address on record with the HR department will lose their recall rights.

Team members will be recalled according to the needs of PSSI, their classification and their ability to perform the job. Notice of recall will be sent by registered mail, return receipt requested, to the current home address on record with the HR department. Unless a team member responds to the recall notice within seven days following receipt of the notice or its attempted delivery, the team member's name will be removed from the recall list and the team member will no longer have any job rights with PSSI.

Credit for seniority will continue to accumulate during any layoff of 30 days or less. Team members laid off for more than 30 days and subsequently recalled within one year from the date of layoff will be credited with the years of service accumulated at the time of layoff.

If the layoff is expected to exceed 30 days, vacation pay equal to the number of unused vacation days accrued will be paid at the time of layoff. Team members who are laid off will not accrue sick leave during the layoff.

### III. WHAT WE EXPECT OF YOU

#### **Company Policies**

This section of your handbook discusses your responsibilities to the Company as a team member. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including immediate termination for cause. Obviously, this list is not all inclusive and there may be other circumstances for which team members may be disciplined, up to and including immediate termination for cause. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your supervisor.

#### **Progressive Discipline Process**

The following steps are minimum disciplinary actions for *minor* violations within a twelve (12) month period, starting from the date of the first disciplinary action. Should the violation be considered severe, the following steps could be combined or accelerated up to and including termination for cause.

First Violation:	Verbal warning
Second Violation:	Written warning
Third Violation:	Written + meeting with SM
Fourth Violation:	Suspension without pay
Fifth Violation:	Termination for cause

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can combine violations of any type to lead up to and include termination.

#### **Basic Work Rules**

The Company has certain policies and rules to govern the conduct and performance of our team members. Our most important rule is to use “good sense” at all times. We also have established some other basic work rules that should not be violated. The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to disciplinary action, up to and including termination for cause.

- **Company Premises:** Subject to any legal rights you may have to the contrary, you are allowed on the Company or its customers’ premises only during your scheduled work hours.
- **Conflict of Interest:** We prohibit team members from transacting with any business that competes with the Company while you are employed with PSSI. If you think that you may have such a conflict, you must notify your Site Manager immediately.

- **Damage to Property:** We have made a tremendous investment in our equipment to better serve our customers and to make your job easier. Deliberate, reckless, or careless damage to the Company's property or our customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.
- **Discourtesy or Disrespect:** We expect all team members to be courteous and polite to our customers and vendors, and to their fellow team members. No one should use profanity or show disrespect to a customer or co-worker. Note:
- **Fighting, Threats, or Weapons:** We do not allow fighting, threatening words or conduct, or any other actions that could physically injure a customer, fellow team member, or member of the public, regardless of where such words or actions occur. The Company prohibits team members from bringing firearms, ammunition, explosives, or other weapons of any kind into any plant or Company vehicle.
- **Fraud, Dishonesty or False Statements:** No team member or applicant may falsify or make any misrepresentations of fact on or about any customer documents, employment applications, resume, document establishing identity or work status, medical record (including, but not limited to doctor's notes, excuses, etc.), insurance form, invoice, paperwork, time sheet, time card, or any other document. If you observe or are aware of such a violation, please report it to your Site Manager or the Corporate Human Resources Department immediately.
- **Gambling:** Team members may not engage in any form of gambling on the Company premises or on Company time.
- **Gifts or Gratuities:** No team member may solicit or receive favors, gifts, loans or other benefits (including services, discounts, or material goods) from any supplier, customer, or competitor. The only exception to this policy is casual entertainment or gifts (other than money) of nominal value (no more than \$25) which are customarily offered to others having a similar relationship with the supplier, customer, or competitor. Company team members and non-team member directors should exercise good judgment in deciding whether to accept a gift of nominal value or casual entertainment and, if there is any doubt, should decline to accept the offer.
- **Harassment:** Our Policy Against Unlawful Harassment, Discrimination, and Retaliation, which we have set forth in detail in this handbook, strictly prohibits harassment based on race, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable provincial or federal law.
- **Injuries and Accidents:** Every injury, no matter how slight, must be immediately reported to your supervisor for first aid treatment, medical care, and/or reporting paperwork completion. We may require that you present a doctor's release before returning to work.
- **Insubordination:** We all have duties to perform and everyone, including your supervisor, must follow directions. Team members must not refuse to follow the lawful directions of a supervisor or member of management.

- **Leaving Early and Returning Late:** Leaving early or returning late from breaks or lunch is prohibited unless otherwise approved by your supervisor. Leaving your work assignment before quitting time to change clothes or make preparations to leave before the end of your scheduled shift is also prohibited.
- **Misuse of Property:** Team members may not misuse or use without authorization any equipment, vehicle, or other property of customers, vendors, other team members, or the Company.
- **Poor Performance:** We expect all team members to make every effort to learn their job and to perform at a satisfactory level. Team members who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination for cause.
- **Solicitation or Distribution:** In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room. Similarly, non-team members may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose, unless otherwise required by law.

This section of the handbook is not meant to be construed nor shall it be construed to unlawfully restrict team members' rights guaranteed by the applicable legislation.

- **Substance Abuse:** Please see our Alcohol and Drug Policy for further details.
- **Tobacco Free Workplace:** Any team member caught using tobacco on the Company property that is not in a designated area will be subject to disciplinary action, up to and including termination.

*Because smoking and the use of tobacco products is considered to be a health hazard in the workplace, we prohibit the use of all tobacco and related products, including e-cigarettes, in all of our and our clients' buildings and facilities. Team members who wish to smoke or use these products may do so in designated areas outside the buildings and away from all public entrances. We do not have "smoke breaks" and team members must not let smoking or their use of tobacco and related products interfere with their work.*

- **Unlawful Activity:** Team members should not engage in any unlawful or unethical activity, including, but not limited to activity either on Company property, a job site, or off the job, since such activity can adversely affect the Company.
- **Unsafe Work Practices:** We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries and, therefore, are prohibited.

Obviously, this list is not all inclusive and there may be other circumstances for which team members may be disciplined (including the Specific Work Rules set forth below), up to and including immediate termination for cause. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your Site Manager or the Corporate Human Resources Department.

Nothing in these Basic Work Rules or handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by the applicable legislation.

## **Specific Work Rules**

### **Absenteeism and Tardiness**

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. If a team member must be late, he or she must make every effort to phone in and advise their Supervisor that they will be late. Tardiness records become a part of their permanent record and are considered when evaluations are made for promotion.

A person is employed because the Company needs that team member. When a team member is absent, the absence disrupts the work in the team member's department. Therefore, absence from work will not be expected or permitted under circumstances that can reasonably be avoided.

We expect excellent attendance from each of you. Absenteeism or tardiness can result in disciplinary action, up to and including termination of your employment for just cause, unless otherwise prohibited by the law. Absences are excessive if you are frequently absent, and if you reach the threshold set out below, or if you have a pattern of absences. Absences immediately before or after holidays and weekends will be specifically scrutinized by Supervisors.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. Regardless of their reasons for absence, team members should always notify their Supervisor no later than thirty (30) minutes prior to the start of their shift that they will be absent. If team members are unable to call themselves, they are responsible for having someone do so for them - and:

1. Always give the specific reason for their absence.
2. Notify their Supervisor when they expect to return.

Team members are responsible for notifying their Supervisor as soon as it is possible to do so. In addition, they should contact their Supervisor each day they are absent unless other arrangements are made. **Team members should use the phone number printed on the front cover of this handbook or the number given to them by the direct supervisor to report absences. In the event that you are not provided a phone number or cannot locate it, please report absences to your Site Manager.**

If a team member is unable to contact their Supervisor, they should then contact their Manager. Telling another team member that they will be absent is not proper notification of absence.

Leave of Absence – Any request for a leave of absence needs to be approved by the Site Manager. The Company will provide leaves of absence as established under applicable

provincial employment standards legislation to eligible team members. Team members must fill out a leave of absence form prior to taking a leave. If a team member fails to report to work on the schedule dates indicated on the form, they may be considered to have voluntarily abandoned their employment with PSSI in appropriate circumstances.

General rules concerning excused and unexcused absences are:

Excused Absences – An excused absence would include but is not limited to illness with a valid doctor’s excuse (as defined below), scheduled vacations, a pre-approved personal day, death of an immediate family member, jury duty, military assignment, or any leave required by federal or provincial law.

A valid doctor’s note must include the following information ~~subject to~~, except where prohibited by applicable laws:

1. Date of the visit;
2. Estimated duration of absence;
3. Valid reason for time off;
4. Follow up appointment times, if any;
5. Doctor’s signature and date.

If the note does not contain the above information, the absence may be considered unexcused until a corrected doctor’s note is received.

Unexcused Absences - An unexcused absence is any absence that is not due to the above excused absences or that is not otherwise authorized

Excessive Absenteeism – When a team member has twenty or more excused absences in a previous twelve (12) month period, it is considered excessive and will result in attendance counselling. . If a team member’s absenteeism does not improve within a reasonable timeframe, the team member’s employment may come to an end. Approved Family Medical Leave, Workers’ Compensation, or any other statutory protected leaves of absence will not be considered for the purposes of calculating excessive absenteeism rates.

Absences in the Introductory Period – If a team member obtains five or more excused absences in their probationary period, it is considered excessive and will be grounds for termination unless reasonable accommodations are appropriate under provincial human rights legislation, or if the team member is on Workers’ Compensation leave or any other protected leaves of absence required under federal or provincial law. The Company will engage in the interactive process and consider reasonable accommodations for team members who may have a disability during the introductory period. Unexcused absences will follow the Company’s normal progressive disciplinary process.

Disciplinary Action - When a team member has an unexcused absence or is tardy, the following progressive disciplinary action will be taken. The point at which a tardy becomes an absence is based on sanitation schedule and determined by plant management. All violations occurring in the 12-month period immediately preceding the most recent unexcused absence or tardy are considered.



- 1st unexcused absence (2<sup>nd</sup> tardy): Written warning
- 2nd unexcused absence (3<sup>rd</sup> tardy): Written warning and meeting with the Manager
- 3<sup>rd</sup> unexcused absence (4<sup>th</sup> tardy): Written warning, three working days suspension without pay, and meeting with Manager.
- 4<sup>th</sup> unexcused absence (5<sup>th</sup> tardy): Termination for cause

Any of the above disciplinary actions will be documented by a written report and entered into the team member's personnel file.

**Job Abandonment** – All PSSI team members are provided with a number to call if he/she shall be absent or late for work.

- If a team member is absent for three or more consecutive days and has not made any attempt to call the number provided, PSSI will have deemed that he or she has abandoned their employment (quit).
- PSSI will make 1 attempt to contact the team member within these 3 days.
- Team members that have been deemed to abandon their job will be issued their final pay and only those minimum entitlements required by provincial employment standards legislation. The ROE will be filed with Employment and Social Development Canada (ESDC) and can be obtained through the ESDC website.
- Subject to applicable law, a team member's final pay will be deducted for any Company property that has not been returned to PSSI in accordance with the calculated replacement value of such items. (This includes combination locks and keys to access any Company property left in the team member's locker).

## **Drug and Alcohol Policy, Including for Reasonable Suspicion Drug Testing**

All team members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other mind-altering, intoxicating substances while on the Company or its customers' property (including parking areas and grounds), or while otherwise performing their work duties or while operating a Company vehicle, machinery, or equipment. This prohibition includes, but is not limited to, lawful controlled substances, such as alcohol and recreational cannabis. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with a prescription/authorization. However, in accordance with this policy, team members are required to notify their direct manager or supervisor if they are taking any prescription drugs which have the potential to impair before an incident, accident or violation of this policy occurs.

"Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful manner. Examples include cocaine, as well as prescription drugs which are not lawfully obtained or properly utilized. The term "illegal drugs" also refers to mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for mind- or behavior-altering effect.

The Company recognizes that cannabis is legal for recreational use under applicable law in

Canada. However, notwithstanding legalization, the Company strictly prohibits the use, possession, sale, transfer, or storage of any form of recreational cannabis during work, on Company premises, at Company-sponsored or organized events, or on the Company's customers' premises. The Company also strictly prohibits impairment due to cannabis, or any other legal or illegal substance, at work. Violation of this policy will result in disciplinary action up to and including termination of employment for cause.

All team members are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an team member's ability to perform the essential functions of his/her job or to work safely. Impairment at work due to alcohol is strictly prohibited.

### **Prescription Drugs**

The proper use of prescribed medication is not prohibited, however, team members must notify their immediate supervisor or manager and consult with a Company-designated physician, or Human Resources, before an incident, accident or violation of this policy occurs, when he or she is taking prescribed/authorized medication, which has the potential to impair the team member while at work, or otherwise affect the team member's safety or performance, or the safety of others. This includes, for example, medical cannabis and medication which may cause dizziness or drowsiness. It is the team member's responsibility to determine from his/her physician whether a prescribed/authorized drug will impair job performance.

Failure of a team member to notify the Company, as described above, that he or she is taking prescribed/authorized medication with the potential to impair him or her or otherwise affect his or her safety or performance or the safety of others before an incident, accident, or violation of this policy occurs, will result in disciplinary action, up to and including termination for cause.

Any prescription medication brought onto the Company or customer property or taken aboard Company vehicles must be retained in its original container labeled with the names of the team member and the prescribing/authorizing physician. No team member may take another person's medication.

### **Notification of Impairment**

It shall be the responsibility of each team member who observes or has knowledge of another team member in a condition which impairs the team member in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Testing**

Team members may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that a team member is impaired at work. Reasonable suspicion is determined in each circumstance, and may arise from, among other things, supervisory observation, co-worker reports or complaints, or involvement in a work-related injury or accident.

Team members in safety sensitive positions may be tested on a random or periodic basis, to the extent permitted by applicable laws. Additionally, some of the Company's customers require pre-employment and/or random drug testing. Selection of team members for random drug testing will be

generated by the Corporate Human Resources Office. Team members are not removed from the pool after being tested. Every team member is eligible for each selection period

If a team member transfers from one Company plant to another Company plant that requires pre-employment drug screens, the team member will be required to do a pre-employment drug screen prior to transferring to the new plant. If the results of the drug screen are negative, the team member will be transferred and will be able to start working so long as everything else required for transferring is accepted. If the results of the drug screen are positive, the team member will be sent to a clinic for a second test. While waiting for the results, the team member will be suspended without pay.

If the results come back positive, the team member may be subject to disciplinary action, up to and including termination of employment for cause. If the results come back negative, the team member will be able to come back to work with back pay for the days missed

Again, it is strictly against Company policy for a team member team member to report to work or to work while impaired. This includes impairment due to alcohol, illegal drugs, prescription drugs and/or recreational drugs.

### **Discipline**

Violation of this policy will subject a team member to disciplinary action up to and including immediate termination for cause, subject to applicable human rights legislation. The determination of what disciplinary action is appropriate for a violation of this policy rests solely with the Company. Discipline in the circumstances may be based not only on a violation of this policy, but also on the team member's disciplinary history and any other factors which the Company determines to be relevant. This policy in no way implies or creates any contractual obligation to follow any particular procedure.

Team members who have a disability will be accommodated, as required by human rights law. However, team members who have a disability and who violate this policy may still be subject to discipline for such policy violations, as permitted by applicable human rights law. Team members who need support and/or accommodation related to a disability are required to contact Human Resources immediately and before an incident, accident, or violation of this policy occurs.

### **Enforcement Policy**

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, which includes urinalysis, blood tests or other appropriate tests. Where appropriate and permitted by law, searches may be conducted in all areas of the Company or its customers' physical premises, which includes, but is not limited to, work areas, personal articles, team members' clothes, desks, workstations, lockers, and personal and Company vehicles. Team members may be subject to discipline, up to and including termination for cause, for refusing to cooperate with searches or investigations, to submit to screening, or for failing to execute consent forms when required by the Company.

### **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an team member has violated this Policy, the team member's supervisor, or his or her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice to ensure a

work environment free of prohibited substances. An team member may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus team members should have no expectation of privacy for personal belongings brought on the Company or its customers' premises. Where the team member is not present or refuses to remove a personal lock, the Company may do so for him or her and compensate the team member for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

### **What Happens When an Team member Tests Positive for Prohibited Substances?**

As set out above, a positive drug test at the plant requires an immediate second test at an approved medical laboratory. The Company will pay for the test, and the team member will be suspended pending the outcome. This is an unpaid suspension unless the second test is negative.

The team member will be given 24 hours to take the second test at the clinic. If the team member has not tested at a clinic within 24 hours, he or she may be terminated for cause. Any team member that comes to work under the influence is subject to disciplinary action, up to and including immediate termination for cause.

Any team member who falsifies, tampers with, or otherwise interferes with the testing process will be deemed to have tested positive and will be subject to disciplinary action, up to and including termination of employment for cause.

### **Compliance with Law**

In the event any of the above-mentioned policies conflict with applicable law, the applicable law will be followed. Please contact your supervisor or manager or local Human Resources representative for further information regarding drug testing procedures in place in your particular location.

## **Basic Workplace Safety & Discipline**

Please refer to the Company's Injury/Illness Prevention Program Handbook.

### **Bulletin and Message Boards**

The Company may maintain a bulletin or message board(s) as a source of information for team members. Any such bulletin or message board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all team members and related to the team members' employment by the Company. No information may be placed on these bulletin or message boards without the prior approval of the Corporate Human Resources Department.

### **Cellular Phones, Smart Phones, Tablets, And Other Handheld Electronic Devices**

While at work, team members are expected to exercise the same discretion in using personal cellular phones, smart phones, tablets, and other handheld electronic devices ("handheld devices") as is expected for the use of all Company devices and equipment. Excessive use of these handheld devices during the workday can interfere with team member productivity and be distracting to others.

Team members are therefore prohibited from using handheld devices for personal purposes during working hours except in an emergency. Team members should ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

Team members may not use a handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of handheld devices brought into the workplace.

### **Personal Use of Company-Provided Handheld Devices**

Where job or business needs demand immediate access to a team member, the Company may issue a business-owned handheld device to a team member for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from a team member's pay cheque any charges incurred for a team member's personal or unauthorized use of the handheld devices unless prohibited by the applicable employment standards legislation.

### **Recording Devices**

Team members are prohibited from taking photographs or making audio or video recordings of our customers at any time. Team members are prohibited from taking photographs or copying for their own use confidential business documents not related to team member wages or working conditions at any time. These prohibitions include the use of cell phones equipped with cameras and audio and video recording capabilities. Team members who violate this policy are subject to discipline, up to and including immediate termination of employment for cause.

### **Safety Issues for Handheld Devices**

Team members are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, team members are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are team members allowed to place themselves or anyone else at risk to fulfill business needs. If a team member needs to make a phone call while driving, the team member must pull over to the side of the road and safely stop the vehicle before using any handheld device or use a hands-free device. However, under no circumstances may a team member while driving, place themselves or anyone else at risk to communicate via handheld devices.

Team members who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Team members who violate this policy will be subject to disciplinary action, up to and including termination for cause.

### **Special Responsibilities for Managerial Staff**

As with any policy, management team members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind team members of their responsibilities in complying with this policy.

### **Reimbursement**

Unless expressly authorized by the Company, using a personal cellular phone for work is not a necessary part of the job. The Company provides cellular phones for team members who are required to use cellular phones for business. If you feel that your job duties require use of a cellular phone, please seek authorization from a supervisor prior to using your personal cellular phone for work. To the extent possible, team members should conduct Company business by using a Company-provided land line rather than by their personal cellular phones.

The Company reimburses team members for business expenses reasonably incurred in performing their duties, including team members' mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what the Company is offering, please contact the Corporate Human Resources Department.

Reimbursement for any expense, including cellular phones, will only be made upon the team member's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the team member's responsibility to seek reimbursement for business expenses during employment with and upon separation from the Company, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

### **Company Computers, Databases, Email, Voicemail, and the Internet**

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company computer systems." Personal computers used for Company business include laptops, tablets, or home computers that are connected with the Company's network on a regular or intermittent basis.

The Company invests in computer systems to facilitate the business of the Company. These tools are intended to assist team members with the execution of their job duties and shall not be abused. Team members should not use or access the Company's computer systems in any manner that is contrary to this policy.

### **Company Property**

All Company computer systems are the Company's property. All information that is temporarily or permanently stored, transmitted or received with the aid of the Company's computer systems remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used

for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company computer systems may not be used in any manner that violates this policy.

Upon termination of employment for any reason, a team member shall not remove any software, documents, or data from Company computer systems and shall completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a team member shall provide proof that such data has been removed from all personal computers used for Company business upon termination for any reason.

### **Prohibited Use Under Any Circumstances**

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Team members may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, provincial, and local laws.
- Team members may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, discrimination and retaliation, including sexual harassment. By way of example, team members may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team members are also prohibited from communicating threatening or harassing statements to another team member, or to a vendor, customer, or other outside party.
- Team members may not use the Company's computer systems in any manner that violates the Company's Rules of Conduct.
- Team members may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.
- Team members may not use or allow another individual to use the Company's computer systems for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Team members must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Team members may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through the Company's computers, email, and Internet systems without prior authorization.

- Team members may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games through the Company’s computer systems.
- Team members may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through the Company’s computer systems.

### **Prohibited Use during Working Time**

The following conduct is prohibited during a team member’s working time, which excludes time spent on a team member’s meal or rest break, or before or after a team member’s shift:

- Team members may not solicit personal business opportunities or conduct personal advertising through the Company’s computer systems.
- Team members may not access Company computer systems for any purpose which does not advance the employer’s legitimate business interests.
- Team members may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms, and message boards, unless such activity is necessary for business purposes.

### **Unsolicited Email**

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company’s servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal Anti-Spam legislation. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam legislation and therefore you may not use the Company’s computer systems to transmit unsolicited commercial email:

- Promoting the Company’s business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Company’s customers who have elected to “opt-out” of receiving the Company’s electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.



## **Monitoring**

Team members should expect that all information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computer systems may be accessed by the Company at any time without prior notice. Team members should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Team members must provide all passwords and access codes for Company computers or personal computers used for Company business to the IT Manager. Changing passwords or creating new passwords without notifying the IT Manager is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

## **System Integrity**

Because outside storage devices may compromise the Company's computer systems, team members are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from the IT Manager, and (2) scanning the data for viruses. Any team member who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

## **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination. Team members who damage the Company's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Team members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

## **Fax Machines, Copiers, and Scanners**

Any non-business use of the Company's fax machines, copiers, and/or scanners must be approved by management. Team members are prohibited from using these machines for the purpose of scanning, transmitting, receiving, or copying materials which may be deemed offensive or insulting or in violation of the Company's policy against unlawful harassment, discrimination and retaliation. Any team member who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the Corporate Human Resources Department.

## **Social Media Policy**

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company in Canada.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. 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 including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and Snapchat, web bulletin boards or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. 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 team members or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination for cause. Company brands, logos, service marks, trademarks, or any other intellectual property may not be used without the written consent of the CEO.

### **Know and follow the rules**

Team members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Carefully read these guidelines, the Unlawful Harassment, Discrimination and Retaliation Policy, and ensure your postings are consistent with these policies. 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 for cause.

### **Be respectful**

Always be fair and courteous to fellow team members, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers 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, team members 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 the Company, fellow team members, customers, suppliers, and people working on behalf of the Company.

Post only appropriate and respectful content

- Maintain the confidentiality of the Company 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.
- Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company team member
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of the Company, fellow team members, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the company. 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 the Company."

### **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 Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

The Company prohibits taking negative action against any team member for reporting a possible deviation from this policy or for cooperating in an investigation. Any team member who retaliates against another team member 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.

## **Unauthorized Interviews**

Team members should not speak to the media on the Company's behalf without contacting the Human Resources Department. All media inquiries should be directed to the Marketing Department.

## **Company Supplies and Equipment**

Team members may be issued supplies or other Company equipment. Team members are expected to use and maintain supplies and equipment in a safe and conservative manner. Team members are responsible for the general condition of Company equipment and issued supplies and should notify their Manager when any equipment is broken, damaged, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Any unauthorized or excessive use or misuse is grounds for disciplinary action, up to and including termination for cause.

Company equipment may be expensive and difficult to replace. When using Company property at any time, or when using personal tools/equipment on Company time and/or the Company premises, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. The unauthorized, improper, careless, destructive, or unsafe use or operation of this equipment is grounds for disciplinary action up to and including termination for cause.

On or before their last day of employment, terminating team members must return all PPE, property, files, records, documents, reports, proposals, client lists, and other information (reflecting the strategy, operations, or intellectual property of the Company or its affiliates) and any other items belonging to the Company or its affiliates. Any unreturned equipment/property received from the employer should be returned or paid immediately upon termination or this will be deducted from your last pay cheque in accordance with federal, provincial, and local laws.

Team members are expected to maintain the confidentiality of Company and client information even after employment has been terminated.

## **PSSI Device and Usage Policy**

### **Policy Purpose**

Electronic devices, such as smartphones and tablet computers, are important tools for the Company and are used to support us in achieving business goals.

These devices also represent a significant risk to information and data security. When the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the organization's data and IT infrastructure. This can subsequently lead to data leakage and system infection.

PSSI has an obligation to protect its information assets in order to safeguard its customer's

intellectual property and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices.

## **Scope**

PSSI's electronic device and usage policy applies to all owners, managers, and team members. It also applies to all electronic devices that have access to corporate networks, data, and systems, whether owned by PSSI or owned by the team member. Corporate IT managed laptops are safeguarded by PSSI's internal IT security systems.

This policy also applies to the use of all devices, both person and company-issued, in the workplace, at work-related events, or on PSSI networks.

Exemptions: Where there is a business need to be exempt from this policy (too costly, too complex, adversely impacting other business requirements), a risk assessment must be conducted and authorized by security management.

## **Policy Guidelines: Company-Issued Devices**

### Technical Requirements

1. Devices must use the following Operating Systems: Android 2.2 or later, IOS 4.x or later, Windows 7 or later, or MAC IOS version.
2. Devices must store all user-saved passwords in an encrypted password store.
3. Devices must be configured with a secure password that complies with PSSI's password policy. This password must not be the same as any other credentials used within the organization.

### User Requirements

1. Users must only load data essential to their role onto their electronic device(s).
2. Users must report all lost or stolen devices to PSSI IT immediately.
3. If a user suspects that unauthorized access to company data has taken place via electronic device, the user must report the incident in alignment with PSSI's incident handling process.
4. Devices must not have any software/firmware installed that is designed to gain access to functionality not intended to be exposed to the user.
5. Users must not load pirated software or illegal content onto their devices.
6. Applications must only be installed from official platform-owner approved sources. Installation of code from un-trusted sources is forbidden. If you are unsure if an application is from an approved source, contact PSSI IT.

7. Devices must be kept up to date with manufacturer or network provided patches. As a minimum, patches should be checked weekly and applied at least once a month.
8. Devices must not be connected to a PC that does not comply with corporate policy, such as having up-to-date or enabled anti-malware protection.
9. Devices must be encrypted in line with PSSI's compliance standards.
10. Users must be cautious about the merging of personal and work email accounts on their devices. They must take particular care to ensure that company data is only sent through the corporate email system. If a user suspects that company data has been sent from a personal email account, either in body text or as an attachment, they must notify PSSI IT immediately.

With the exception of those devices managed by IT, devices are not allowed to be connected directly to the internal corporate network.

### **Use of Devices in the Workplace**

PSSI expects all team members to use all electronic devices in a sensible manner. Team members who use smartphones, tablets, and mobile hotspots excessively during work hours may:

- Disturb colleagues
- Get distracted from their work
- Cause problems or accidents when they use their cell phones inside company vehicles or in areas where phones are prohibited
- Create security issues by misusing personal devices or the company's internet connection

### **Team Members are required to:**

1. Use company-issued devices for business purposes only.
2. Maintain company-issued equipment in like-new condition.
3. Keep use of personal devices to a minimum.
4. Turn off or silence any cell phones/devices when asked.
5. Talk, text, and use the internet on their personal cell phone or mobile device only a few minutes per day.

### **Team Members are not allowed to:**

1. Play games on their electronic devices (personal or company-issued).

2. Use their device's camera or microphone to record confidential business information.
3. Use their device (personal or company-issued) for any reason while driving a company vehicle unless using hand-free.
4. Disturb colleagues by speaking on their phone for personal reasons during work hours.
5. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the business's internet connection.

### **Permissible activities:**

Where safe, secure, and appropriate, PSSI Team members are allowed to:

- Make business calls
- Check important messages
- Use productivity apps
- Make brief personal calls away from the workspace of colleagues
- Use their phones and devices during breaks
- Use their phones and devices during the lunch hour
- Use their phone or device while in a parked vehicle

### **Disciplinary Consequences**

PSSI reserves the right to monitor team members for inappropriate and/or excessive use of cellular devices. If device usage results in a decline in productivity or interferes with normal business operations, management will suspend the team members' right to use a cellular device. Team members are subject to disciplinary action, up to and including termination in cases where they:

- Violate the company confidentiality policy
- Cause a security breach
- Cause an accident through reckless use of a mobile device

### **Termination of Employment**

Upon termination of employment, team members are required to return their company owned devices on the last day of work. Any devices not returned will be deducted from your last check in accordance with federal, provincial, and local law. PSSI reserves the right to remove any Company information or applications from personal devices during and after employment.

## **Company Relationships Policy**

The Company has adopted this policy in recognition of its responsibility to provide guidelines on and to caution team members of the potential problems posed by romantic and sexual relationships with other team members. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company does not prohibit consensual amorous relationships between team members, but it does impose the following restrictions:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate team member under any circumstances.
2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management team member, the supervisor or manager must disclose the existence of such relationship immediately to the Corporate Human Resources Department. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All team members must avoid romantic or sexual relationships with other team members that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other team members' productivity.
4. All team members are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

Questions and clarifications will be addressed by the Corporate Human Resources Department or a representative in the Human Resources Department. Choosing not to disclose a romantic or sexual relationship to the Human Resource Department, if it exists, or failure to comply with the restrictions listed above will lead to disciplinary action, up to and including termination for cause.

## **Conflict of Interest**

Our policy forbids team members from engaging in any other business which competes with the Company. Company policy also forbids a financial interest in an outside concern, which does business with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the President of the Company, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the President and obtain his/her approval in writing.

## **Corporate Entry Cards**



Each Company team member to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to your Site Manager upon separation from the Company. Team members who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Damage to Property**

Deliberate or careless damage to the Company's property, as well as damage to your co-workers' or customers' property will not be tolerated.

## **Employment of Relatives**

The Company does not prohibit hiring relatives and will accept and consider applications for employment from relatives and family members such as parents, children, spouses, or in-laws. However, if unfair or preferential treatment is resulting from these relationships, team members or supervisors may be transferred. If another position is not available, employment may be terminated. Furthermore, any relationship on or off the job that affects our ability to run our business or the team member's ability to do their job is grounds for disciplinary action up to and including termination for cause, unless prohibited by law.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Housekeeping**

Team members must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Team members will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each team member's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. You are required to attend all Company meetings involving your department or which you have been asked to attend.

## **Off-Duty Social and Recreational Activities**

During the year, the Company may sponsor social or recreational activities for its team members. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that does not arise out of and in the course of a team member's employment, in accordance with applicable law.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with a team member's job with the Company. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Human Resources Department or the President.

## **Personal Appearance and Behavior**

We expect all team members to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance, and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Team members should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, offensive, and other non-business-like clothing are unacceptable. Team members who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty. Team members who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

Team members are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, sexually related conversations, inappropriate touching of another team member (such as but not limited to kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Team members who fail to observe these standards will be subject to disciplinary action, up to and including termination for cause.

In order to ensure client confidence and overall safety in the workplace, different work areas may require more specific dress codes. Team members should see the Site Manager with any questions or clarification to the dress code policy. Team members are expected to observe the Company's personal appearance and behavior policy at all times while at work.

## **Personal Telephone Calls and Visits**

We have a limited number of telephone lines at the Company, and it is essential that we keep those lines open for business calls. Therefore, we ask our team members to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Under no circumstances are team members permitted to use Company telephones to call “900” lines or similar pay-per call services. Team members will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination for cause.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are prohibited. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest’s arrival and departure. Non-team members are strictly forbidden from entering unauthorized areas.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Department.

You may review your own personnel file with the Human Resources Department present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of the team member’s written request, or the written request of the team member’s designated representative, or within the time period otherwise required by applicable law, the Company will either make personnel records available to the team member for inspection or provide a copy of the team member’s personnel records to the team member or the team member’s designated representative. The team member is responsible for the cost of copying the records, unless otherwise required by applicable law.

## **Protection of the Company’s Trade Secrets and Confidential Information**

As part of their employment with the Company, team members may be exposed to and/or provided with trade secrets (“Trade Secrets”) and other confidential and proprietary information (“Confidential Information”) of the Company relating to the operation of the Company’s business and its customers (collectively referred to as “Trade Secrets/Confidential Information”).

“Trade Secrets” mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value

from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to team members during their employment with the Company and/or team members have gained access to while employed by the Company and/or were developed by team members in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration team members provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Team members are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company's President, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to team member's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Docs account) any documents containing any Trade Secrets/Confidential Information. Team members are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Team members shall not leave any of the Company's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Team members will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company which team members prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination of employment for any reason, regardless of whether requested by the Company to do so at the time of termination, or at the Company's request at any time.

## **Publicity**

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation, subject to applicable law.

## **Searches and Inspections**

In order to protect the safety and property of all of our team members, the Company reserves the right to inspect team members' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property as permitted by applicable law. Team members are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment for cause.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work-related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at any time with or without prior notice and team members should have no expectation of privacy in any data stored in Company computers and should not assume that such data is confidential.

## **Notice of Resignation**

The Company hopes that its relationships with team members are long term and mutually rewarding. However, as mentioned elsewhere in this handbook, all employment relationships are for no specified amount of time. Termination of employment with the Company can arise for a variety of circumstances, either voluntary or involuntary. Team members may voluntarily terminate employment at any time and the Company reserves the right to terminate the employment relationship at any time, with or without cause for any reason not prohibited by law.

Team members desiring to voluntarily terminate their employment relationship with the Company are urged to give at least two (2) weeks' notice. Such notice should be given in writing to the Site Manager. A team member who fails to give two weeks' notice may not be eligible for re-employment. You are responsible for returning Company property in your possession or for which you are responsible. By signing this handbook, you agree that any Company property, including PPE, that is not returned at the end of employment with the Company will be deducted from your last pay cheque in accordance with federal, provincial, and local laws. The Company will pay remaining wages and any other payments due in accordance with provincial and/or federal law.

## **Exit Interview**

Any team member leaving the Company may be required to attend an exit interview conducted by the team member's supervisor or Site Manager. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property or other matters related to the termination.

## **To Sum It All Up**

Under no circumstances will you receive less than your minimum statutory entitlements required by the applicable legislation.

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company and we look forward to working with you.

## **Team Member Handbook Summary**

All PSSI team members are presented with the option to download a copy of the Team Member Handbook online via PSSI's website. This Summary is provided solely for your convenience; all team members are required to read the handbook and are responsible for it in its entirety. Team members are required to sign a Proprietary Information Agreement, Consent to Drug/Alcohol Testing, and an Acknowledgment of Receipt form, found in the front of the Team Member Handbook. Any questions about this material or any other aspect of employment should be directed to your Manager.

### ***PROBLEM RESOLUTION PROCEDURE (See Page 3)***

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If a team member has a suggestion, complaint or problem, they should follow these steps:

STEP 1: Speak with your **immediate supervisor or site manager** as soon as possible

STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team Member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.pssi.com

STEP 3: If you have not found resolution through speaking to your supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

Retaliation against a team member who makes a good faith report is strictly forbidden. To report any retaliation, please contact your Manager, the Team member Customer Care Line or call the Human Resources Department.

### ***OPEN DOOR POLICY/SUGGESTIONS FOR CONTINUOUS IMPROVEMENT (See Page 4)***

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Team members are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate manager, and as appropriate, consult with any member of management toward those ends. Managers are expected to listen to team member concerns, to encourage their input, and to seek resolution of their problems/issues.

### ***INTRODUCTORY PERIOD (See Page 5)***

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The first ninety (90) calendar days of employment is a period of training and orientation to the job. PSSI uses these 90 days to evaluate your qualifications more carefully. Your performance on the job, your attitude and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs.

### ***EQUAL EMPLOYMENT OPPORTUNITY (See Page 5)***

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PSSI is committed to providing equal employment opportunities to all team members and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, provincial, and local laws. This equal employment opportunity commitment relates to all aspects of the employment relationship, which include selection, promotion, performance evaluation, and discharge. Any team member who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment. If you believe that you have experienced treatment in violation of this policy, you should report the incident to your Manager, the Human Resources Department, or call the Team member Customer Care Line at 844-880-0009.

## ***STANDARD FOR BULLYING AND HARASSMENT OR VIOLENCE IN THE WORKPLACE*** ***(See Page 6)***

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The Company workplace harassment, and discrimination of any team member on the basis of race, ancestry, place of origin, colour, ethnic or national origin, , religion, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, or any other protected status in accordance with all applicable federal, provincial and local laws. The Company is also committed to preventing workplace violence and maintaining a safe work environment. All violence or threats of violence, both direct and indirect, should be reported as soon as possible to the Manager or Human Resources. Team members are encouraged to bring their disputes or differences with other team members to the attention of the Manager or the Human Resources Department before the situation escalates into potential violence, harassment, or discrimination. Any team member who is found to fail to comply with this policy may be subject to disciplinary action, up to and including termination of employment. If at any time you feel you are being harassed or subject to workplace violence, you should immediately contact: Your Manager, the Human Resources Department, or call the Team member Customer Care Line.

## ***PAY PERIOD AND PAY CHEQUES (See Page 33)***

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The pay period is on a weekly schedule. The work week begins Monday at 3:00 a.m. and runs through Monday at 2:59 a.m. Pay cheques are issued every week, following the close of a pay period.

## ***TIME RECORDING PROCEDURES (See Page 33)***

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All team members are required to accurately record the time they begin and end their work. Team members are also required to punch/clock in and out for lunch periods. During the lunch period team members are relieved of all working duties

Time worked is all the time actually spent on the job performing assigned duties. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing-in/clocking-in more than seven (7) minutes before the start of a scheduled shift or signing-out/clocking-out more than seven (7) minutes after the end of a scheduled shift without prior approval is unacceptable. Exceptions to scheduled work hours, including overtime, may not be permitted without prior approval from the Manager.

Team members must record their individual time only, using the Sign-In/Sign-Out Sheet or Time Clock when available. Any errors or accidental omissions on the sheet requiring correction must be signed and corrected by the Manager, not the team member. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member's Sign-In/Sign-Out, or violates any time recording procedure may be subject to disciplinary action, up to and including termination.

## ***INSURANCE & RETIREMENT BENEFITS (See Page 37)***

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We offer the following insurance and retirement benefits to eligible team members:

- Group Health Insurance
- Group Life Insurance
- Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

## ***PROGRESSIVE DISCIPLINE PROCESS (See Page 42)***

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The following steps are *minimum* disciplinary actions for *minor* work-related misconduct or safety violations within a twelve (12) month period, starting from the date of the first disciplinary action: First Violation: Verbal Written Warning; Second Violation: Written Warning; Third Violation: Written Warning and meeting with Manager; Fourth Violation: Unpaid suspension; Fifth Violation: Dismissal. Should the violation be considered *severe*, the following steps could be combined or



accelerated up to and including termination for cause.

***SOLICITATION/DISTRIBUTION (See Page 44)***

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In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room.

***ABSENTEEISM/TARDINESS (See Page 45)***

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All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Tardiness and absence from scheduled work time can disrupt Company ability to serve customers. Team members who will be absent from work for any reason, must call their Supervisor or Manager at the earliest possible opportunity. Violations of the Absenteeism/Tardiness Policy will result in disciplinary action, up to an including termination for cause.