

# **B&R Sporting Goods, Inc.**

## **MICHIGAN EMPLOYEE HANDBOOK**

**REVISED: 2/17/2022**



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## 1.0 Welcome

### 1.1 Welcome

Welcome! You have just joined a dedicated organization. We hope that your employment with B&R Sporting Goods, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

Please take the time now to read this handbook carefully. Your signed acknowledgment shows that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at B&R Sporting Goods, Inc!

Sincerely,

A handwritten signature in black ink that reads "Ronald R Rugal". The signature is written in a cursive, slightly slanted style.

Ronald R. Rugal  
President  
B&R Sporting Goods, Inc.

## **1.2 At-Will Employment**

Your employment with B&R Sporting Goods, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in this employee handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment.

## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

B&R Sporting Goods, Inc. was founded in 1984. From one store in Clinton Twp., MI, the company has grown to multiple locations in the Metro Detroit area, western Michigan and Illinois. We specialize in Ice Arena Pro-Shops with state-of-the-art Service Centers and hockey specific product.

Our Team Department has been designing and outfitting teams and associations since we opened our doors. We pride ourselves in providing outstanding customer service, quality product and timely delivery. Together with our Branded Department, we provide custom online stores with team apparel for the players and their fans.

Branded also provides custom apparel and online stores for schools, churches, businesses and family events.

Our success is driven by owner led management and each employee's obligation to ensure that every customer walking into our stores feels valued.

### **2.2 Ethics Code**

B&R Sporting Goods, Inc. will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that directors, managers and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent inquiry.

### **2.3 Mission Statement**

The mission of our company is to make each and every customer feel like they are the most important person.

### **2.4 Contact Personnel**

Hereafter, in addition to "Management", the following titles will refer to these individuals:

President	Ronald R. Rugal
Vice President	Austin Rugal
Human Resources Manager	Charlene Trick

## **2.5 Revisions to Handbook**

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook, via e-mail, fax or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 EEO Statement Equal Opportunity Statement**

#### **EEO Statement and Nonharassment Policy**

##### Equal Opportunity Statement

B & R Sporting Goods is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

### **3.2 Sexual and Other Unlawful Harassment/Bullying**

B & R Sporting Goods has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating,

hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, height, weight, familial status, marital status, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Charlene Trick, Office Director, 586-263-7941 Ext 22, [accounting@brsport.com](mailto:accounting@brsport.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.



Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **3.3 Disability Accommodation**

B & R Sporting Goods complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### **3.4 Religious Accommodation**

B & R Sporting Goods is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with Management.

### **3.5 Conflicts of Interest**

B&R Sporting Goods, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the Company and a competitor, supplier, distributor, or contractor to the Company, must be disclosed by the employee to Human Resources Manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.6 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, and morale at the Company. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

### **3.7 Job Descriptions**

B&R Sporting Goods, Inc. attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by B&R Sporting Goods, Inc. serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with the company President, Vice President or Human Resources Manager.

### **3.8 New Employees and Introductory Periods**

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with B&R Sporting Goods, Inc. and your job responsibilities. We will also have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.9 Training Program**

In most cases, and for most departments, employee training is done on an individual basis by the department/store manager. Even if an employee has had previous experience in their specified functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your supervisor or department manager.

### **3.10 Employment Authorization Verification**

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform the Human Resources Manager.

## **4.0 Wage and Hour Policies**

### **4.1 Introduction**

An employee's pay depends on a wide range of factors, including availability, pay scale surveys, individual effort, profits, and market forces. These same factors will also influence any increases in pay. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with the President, Vice President or Human Resources Manager. Employee compensation is to remain confidential at all times.

### **4.2 Pay Period**

At B & R Sporting Goods, the standard pay period is biweekly for all employees. Direct Deposits or paper checks will be available on the Friday following the end of the pay period. If a pay date falls on a holiday, you will be paid on the preceding workday.

Review your paycheck for accuracy. If you find an issue, report it to Human Resources Manager immediately.

### **4.3 Paycheck Deductions**

B&R Sporting Goods, Inc is required by law to make certain deductions from your pay each pay period, including deductions for Federal, State and City (here applicable) income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Human Resources Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Human Resources Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

### **4.4 Direct Deposit**

All employees will be enrolled in direct deposit. Employees will be given access to Online Payroll documents for a complete explanation of all payroll information. Contact the Human Resources Manager for necessary information to establish your online account.

### **4.5 Scheduling, Attendance and Punctuality**

We expect B&R Sporting Goods employees to be reliable and punctual. You should report for work on time and as scheduled. Unplanned absences can disrupt work, inconvenience other employees and affect productivity. If you have a poor attendance record or excessive tardiness, you may be subject to disciplinary action, up to and including termination of employment. The Management prides itself in working around the sports and school schedules of its employees. To accomplish this task, weekly availability schedules must be furnished.

1. You need to furnish your availability by Wednesday for the work week commencing the following Monday. This task can be completed by e-mailing the following:
  - Detroit Area – Company President
  - Grand Rapids Area – Company President
  - Chicago Area – Chicago Manager

Current e-mail addresses for these individuals will be given to when hired.

Further referred to as the Scheduling Manager.

2. Delivery of weekly scheduled is based on location. The Scheduling Manager will provide this information.
3. All part time employees should be available for a minimum of 15 hours over the 7 days with a commitment for two of the three weekend days or evenings. Our stores are open 7 days a week and weekends are part of everyone's schedule.
4. Employees are expected to arrive at the store 5-10 minutes before the start of their shift, so they are ready to begin working at their appointed time. The extra time will also give you an opportunity to take that important walk around the store and familiarize yourself with any new merchandise or changes in location.
5. No one is allowed to trade his or her own scheduled hours with another employee without the permission of the Scheduling Manager.
6. If you cannot report to work as scheduled or will be late for any reason, you must notify the Scheduling Manager as soon as possible.

**Failure to report for a scheduled shift or repeated tardiness are grounds for immediate termination.**

#### **4.6 Recording Time**

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. You should clock in no more than ten minutes ahead of time and clock out no later than five minutes after your scheduled shift has ended. Every nonexempt employee of the Company is required to enter his or her hours worked accurately. Employees are required to notify the Human Resources Manager of any pay discrepancies, unrecorded or misrecorded work hours. Notification can be in the form of an e-mail, text message or Voice Mail Message to the Human Resources Manager. Include your name, store location, date and time error. To avoid an error in your payroll, notification should be made within 24 hours of the occurrence.

In the event that an employee forgets to clock-in at the time of arrival, please do so when the error is realized, even if it is at the conclusion of your shift prior to clocking out and notify the Human Resources Manager.

Anyone leaving the premises at any time during their assigned shift is required to clock-out.

**Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.**

#### **4.7 Travel Time Pay**

On rare occasions, some nonexempt positions within B&R Sporting Goods, Inc. require travel. B&R Sporting Goods, Inc. pays nonexempt employees for travel time. Further details will be discussed on an individual basis with the employee.

#### **4.8 Overtime Authorization for Nonexempt Employees**

If you are a nonexempt employee, you may qualify for overtime pay.

A nonexempt employee will receive Overtime pay of one and one-half an employee's regular rate of pay for any hours worked in excess of 40 hours in a workweek. Vacation days do not count as time worked for computing overtime.

#### **4.9 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Scheduling Manager. Employees may be required to provide documentation of any medical or other reason for being absent or late.

#### **4.10 Job Abandonment**

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the company.

#### **4.11 Use of Company Credit Cards**

Every employee in the possession of a Company issued credit card will adhere to the strictest guidelines of responsibility for the proper protection and use of that card. Company credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Company credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from the President, Vice President or Human Resources Manager.

All sales receipts generated by use of the Company credit card must be turned in weekly to the Human Resources Manager. Company credit cards are not to be used for personal reasons. Use of the company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a Company issued credit card will be the cardholder's responsibility. Any such purchase will be reimbursed to the company by the employee within 30 days.

Lost or stolen Company issued cards must be reported immediately to your supervisor or manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

#### **4.12 Rest and Meal Periods**

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for rest and meal breaks during your shift. If an employee leaves the premises for their break, they **MUST CLOCK OUT**.

Employees under the age of 18 will receive a 30-minute meal and rest period after five hours of continuous employment.

#### **4.13 Accommodations for Nursing Mothers**

B & R Sporting Goods will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in company refrigerators or in a personal cooler]]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Managers.

### **5.0 Performance, Discipline, Layoff, and Termination**

#### **5.1 Performance Improvement**

B&R Sporting Goods, Inc. will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

#### **5.2 Promotions**

In an effort to match you with the best job for you and to meet the business needs of the Company, you may be transferred from your current job. It is the Company's policy to promote from within the Company only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

#### **5.3 Pay Raises**

B&R Sporting Goods, Inc. may award a pay raise based on merit or due to a change of job position.

#### **5.4 Transfer**

B&R Sporting Goods, Inc. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by an employee and management approval. Your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **5.5 Workforce Reductions (Layoffs)**

If necessary, based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **5.6 Standards of Conduct**

B&R Sporting Goods, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Company or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property [where not permitted] such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on the Company premises during working time (Refer to Nonsolicitation/Nondistribution Policy).
- Failure to dress according to Company policy.

- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Outside employment which interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or employee swipe cards to Company property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

### **5.7 Criminal Activity/Arrests**

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court. The Company will not maintain a record of information regarding a misdemeanor arrest, detention, or disposition where a conviction did not result.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

### **5.8 Disciplinary Process**

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

### **5.9 Problem-Solving Procedure**

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Company wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient



response, or if you believe your supervisor is the source of the problem, we request you present your concerns to Human Resources or upper-level management. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.10 Outside Employment**

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

### **5.11 Exit Interview**

You may be asked to participate in an exit interview when you leave the Company. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.12 Post-Employment Reference Policy**

The Company policy is to confirm dates of employment and job title only for employees who have worked for B&R Sporting goods, Inc. within the past three years. With written authorization, the Company will confirm compensation. Please forward any requests for employment verification to Human Resources Manager.

If the former employee is requested to provide a prospective employer with additional information by way of reference, the employee must sign a form that holds the Company and the prospective employer harmless from any claims related to any information provided in response to that reference. Please contact Human Resources Manager for the release form.

## **6.0 General Policies**

### **6.1 Driving Record**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

### **6.2 Use of Company Vehicles**

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor, manager, or Human Resources immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately.

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

### **6.3 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

### **6.4 Personnel and Medical Records**

B & R Sporting Goods maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources, which is the only department authorized to give out such information.

### **6.5 Employee Privacy and Right to Inspect**

Company property, including but not limited to, lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Company premises including that kept in lockers and desks.

### **6.6 Voicemail, Email, and Internet Policy**

This Voicemail/Email/Internet Policy is intended to provide each employee of the Company with the guidelines associated with the use of the Company's voicemail/email/Internet system (the system). This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the Company's system through onsite or remote terminals.

### **General Provisions**

- The system, and all data transmitted or received through the system, are the exclusive property of the Company. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the Company's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent of the employee.
- The Company's interests in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the Company's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the Company Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **6.7 Social Media Policy**

At B&R Sporting Goods, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### **Guidelines**

For purposes of this policy, **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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of the company.

### **Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be Respectful**

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such

conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### **Maintain Accuracy and Confidentiality**

When posting information:

- Maintain the confidentiality of Company trade secrets, intellectual property, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on the Company's behalf. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### **Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover Company-owned equipment.

### **Media Contacts**

If you are not authorized to speak on behalf of the Company, do not speak to the media on the Company's behalf. Direct all media inquiries for official Company responses to Human Resources Manager.

### **Retaliation and Employee Rights**

Retaliation or any other negative action is prohibited against an employee who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

### **6.8 Employee Suggestions/Open Door Policy**

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

## **6.9 Company Bulletin Boards**

B&R Sporting Goods, Inc. maintains an official bulletin board located at 46719 Hayes Road, Shelby Twp., MI for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing the Company bulletin board. Only authorized personnel are allowed to add and remove notices from the Company bulletin board. Copies of all Official Notices will also be forwarded to all employees via e-mail and/or fax.

## **6.10 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Company has implemented a Nonsolicitation Policy. For purposes of the Nonsolicitation Policy, "solicitation" includes selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation Policy.

Employees are prohibited from soliciting other employees during their assigned working time. For this purpose, working time means time during which either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during their lunch period, coffee breaks, or other authorized nonworking time, so long as they do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, employees may not distribute literature or other nonwork related items in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots.

## **6.11 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of B&R Sporting Goods, Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Appropriate attire is described as follows:

- A. Furnished B&R Sports T-Shirts, Polo and/or Outerwear.
- B. Khaki, denim or dress pants. No excessively wide legs, patches or holes. During the summer, khaki or denim shorts may be worn. Yoga pants and short shorts are never permitted.
- C. Sneakers or other closed toe shoes. No sandals, flip-flops or open toe shoes.
- D. No hats.
- E. Cell phones should be out sight and the volume OFF.
- F. Coats and jackets should be properly stored off the sales floor.
- G. The management reserves the right to ask an employee to remove or cover excessive jewelry, tattoos and/or body piercing, which in their opinion would prevent a safety hazard or be offensive to our customers.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact the Human Resources Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.12 Telephone Use**

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit long distance telephone calls to business purposes only. Employees should limit personal use of the telephone to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

## **6.13 Personal Cell Phone/Mobile Device Use**

While B&R Sporting Goods, Inc. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. As a result, employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use their device in a manner that is courteous to those around them. Outside of nonworking time, use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on Company property unless authorized in advance by management or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with Company policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on company time, the Company requires that the driver's personal cell phone/mobile device be turned off. An employee that needs to make or receive a phone call should pull off the road to a safe location unless he or she has the correct hands-free equipment for the device that is in compliance with applicable state laws.

Employees may not connect their personal devices to the Company network or to Company equipment (computers, printers, etc.).

Employees may have the opportunity to use their personal devices for work purposes. Before using a personal device for work-related purposes, an employee must obtain written authorization from Management. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Company information, devices cannot be connected to any equipment related to the POS system.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

## **6.14 Off-Duty Use of Company Property or Premises**

Employees may not use Company property for personal use during working time. Employees are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of Management. Employees using Company facilities during off duty hours or non-Company hours may result in disciplinary action up to and including termination of employment.

## **6.15 Security**

Every employee is responsible for helping to make this a secure work environment. At closing secure all gates and doors protecting inventory, money and sensitive material in your work area, set the alarm and report any lost or stolen keys, Swipe Cards, or other similar devices to Management immediately. You should refrain from discussing with nonemployees specifics regarding Company security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security are the responsibility of every employee and we rely on you to help us keep our premises secure.

## **6.16 Computer Security and Copying of Software**

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing Company-related materials. By using the Company's hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company is and shall be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

Company users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, users must obtain the approval of their manager. All software acquired by the company must be purchased through Management.

Users may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. Company users may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **6.17 Third Party Disclosures**

From time to time, our Company may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the Company's position to Management. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact Management.

## **6.18 Personal Data Changes**

It is your obligation to provide the Company with all of your current contact information, including current mailing address and telephone number. Please inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

## **7.0 Benefits**

### **7.1 Regular Full-Time Employees**

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work in excess of [30] hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes vacation, health insurance, and other benefits coverage.

## **7.2 Regular Part-Time Employees**

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits.

## **7.3 Variable Hour Employees**

A “variable hour” employee is an employee who, at the start of employment, the employer cannot in good faith determine whether the individual is expected to average 30 hours of service per week during an initial measurement period. This applies to both new and ongoing employees.

## **7.4 Seasonal Employees**

Seasonal employees are hired for a specific period or specific work project, not to exceed 4 months in duration. The Company reserves the right to extend the duration of seasonal employment where necessary. Seasonal employees are not eligible for employee benefits.

## **7.5 Exempt Employees**

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

## **7.6 Health, Dental and Vision Insurance**

Qualified employees are Full Time or Variable Hour employees that meet the specific criteria. Employees hired as Full time are eligible for insurance the first of the month following the 60-day wait period. Variable Hour employees must work an average of 30 hours for 52 consecutive weeks. Coverage will begin on the first day of the month following the 52-week measurement period. Medical plan benefits for eligible employees [and their dependents] are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Company on the same terms as if the employee continued to work. Please contact the Human Resources Manager for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage. Please contact the Human Resources Manager to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.



## 7.7 Disability Insurance

The Company provides employees with disability income protection when employees miss work due to non-work related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Please contact the Human Resources Manager for a copy of the plan provisions and for any information you need about the benefit.

Qualified employees are Full Time or Variable Hour employees that meet the specific criteria. Employees hired as Full time are eligible for insurance the first of the month following the 60-day wait period. Variable Hour employees must work an average of 30 hours for 52 consecutive weeks. Coverage will begin on the first day of the month following the 52-week measurement period.

Short Term Disability Income is voluntary for qualified employees. 99% of the premium is the responsibility of the employee and will be deducted weekly from your Net Wages. 1% of the Premium is paid by B&R Sports. Short Term Disability Income insurance is not part of the Section 125 Plan; therefore, it is not deducted "pre-tax" from your wages.

Premiums and benefits are calculated based on the previous year's annual salary. Adjustments are made in the event of a promotion, raise or when the annual salary from the previous year does not adequately reflect the anticipated income in the current year.

The plan is an 8/8/12 plan based on a six (6) day work week. This means there is an eight (8) day wait period for both accidents and illnesses and benefits can be paid for a maximum of twelve (12) weeks. Payment is 66 2/3% of the employee's average weekly earnings with a maximum of \$1,000.

The following example illustrates the coverage:

Illness/Accident on June 1

Wait period June 1-9 (8 day wait period + 1 day based on a 6-day work week)

June 10<sup>th</sup>–Short Term Disability Income begins

Employee's previous annual salary - \$26,000/\$500 per week average

Short Term Disability Income -  $\$500 \times 66 \frac{2}{3}\% = \$333$  – no Income Tax will apply

Comparison with actual paycheck:

Michigan Employee claiming Single/Zero

\$500 Gross Weekly Income

\$393 Net after Taxes

## 7.8 Life Insurance

Any qualified Employee that enrolls in Short Term Disability will also receive Life Insurance. 99% of the Premium will be paid by B&R Sports. The remaining 1% will be deducted from payroll. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## 7.9 Vacation Policy

Qualified employees are full time Managers that work an average of 40 hours for 52 consecutive weeks.

1 Year (52 consecutive weeks) to 9 Years = 40 Hours paid vacation

10 or more Years = 80 Hours paid vacation

### Maximum Accrual

Although you may carry over unused vacation time from year to year, there is a cap on the amount of vacation time you can accrue. Once you reach your cap, you will not accrue any more vacation until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing vacation again. However, you will not receive retroactive. The cap is a maximum of 120 hours.

### **7.10 Leaves of Absence (FMLA Covered Employers)**

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he/she must be out of work for more than three days, he or she should contact the Human Resources department to determine if a leave of absence may be necessary.

While on leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

#### **Required Documentation**

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the immediate supervisor. An employee must provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

#### **Job Benefits**

For leaves other than approved FMLA leaves, B&R Sporting Goods, Inc. will pay its portion of the cost of the employee's benefits including health, dental, life, and disability insurance benefits while an employee is on leave for the end of the monthly billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated.

While on leave, employees may be required to use any accrued vacation time (See 7.9 Vacation Policy).

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

#### **Return to Work**

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

## 7.11 Family and Medical Leave of Absence Policy

### A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

### B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care

provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.

- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active-duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (i.e. arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### **C. Notice and Leave Request Process**

**Foreseeable Need for Leave:** If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.**

**Unforeseeable Need for Leave:** If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. **Failure to provide appropriate notice**

**and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.**

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### **D. Leave Increments**

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### **E. Paid Leave Utilization During FMLA Leave**

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

#### **F. Certification and Fitness for Duty Requirements**

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active-duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

#### **G. Scheduling Leave and Temporary Transfers**

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

#### **H. Health Insurance**

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Company will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

### **I. Return to Work**

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

### **J. Spouse Aggregation**

In the case where an employee and his or her spouse are both employed by the Company, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### **K. General Provisions**

**Failure to Return:** Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment. The Company is not required to grant requests for open ended leaves with no reasonable return date under these policies or as disability accommodations.

**Alternative Employment:** No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

**False Reason for Leave:** Termination will occur if an employee gives a false reason for a leave.

### **7.12 Military Leave (USERRA)**

The company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

### **7.13 Jury Duty Leave**

B&R Sports encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify Management as soon as possible to make scheduling arrangements.

If you are an exempt employee, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are a nonexempt employee, you will not be compensated for time spent on jury duty. You may opt to use vacation pay in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against any employee who requests or takes leave in accordance with this policy.

### **7.14 Voting Leave**

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

### **7.15 Crime Victim Leave**

B&R Sporting Goods, Inc. will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

#### **Eligibility**

To be eligible for time off under this policy an employee must be a victim of crime or a victim representative.

A **victim** is an employee who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.

A **victim representative** is an employee who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

#### **Compensation**

Time off granted under this policy will be unpaid; however, exempt employees may be compensated, as required by applicable law.

#### **Notice**

Upon receiving a subpoena, employees must provide [their supervisor, HR, etc.] with reasonable advance notice of the need for leave. If advance notice is not practicable, the employee must provide appropriate documentation within a reasonable time after the absence.

#### **Retaliation**

B&R Sporting Goods, Inc. will not retaliate against any employee who seeks or obtains leave under this policy.

### **7.16 Bereavement Leave**

B&R Sporting Goods, Inc. recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to up to 3 days off for the funeral of an immediate relative (mother, father, sister, brother, spouse, child, mother-in-law, grandparent, or grandchild).

Employees taking bereavement leave must notify Human Resources of their intention to do so. The Company may request documentation to support absences for bereavement leave.

### **7.17 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

### **7.18 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.19 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact Human Resources to learn more about your COBRA rights.

### **7.20 SIMPLE IRA**

B&R Sporting Goods offers a Simple IRA. The Plan Year is from January 1 to December 31. All employees expected to earn \$5,000 annually are eligible to participate. Deductions are made pre-tax directly from your pay check. Deduction changes must be received in writing and will be effective the first of month following the notification. New participants may enter on either January 1 or July 1 each year. B&R Sports will match 100% of your contribution up to 3% of gross pay. This match is immediately vested 100%.

The program is through Fidelity Investments. Fidelity will deduct a \$30 Custodial Fee annually, which will be reimbursed to you by B&R Sports.

For further details, see Human Resources Manager.

## **8.0 Safety and Loss Prevention**

### **8.1 General Safety Policy**

It is the responsibility of every employee of the Company to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Managers as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.



See your supervisor regarding specific safety requirements for your job. Do not use or operate any equipment for which you have not been trained or approved to do so.

## **8.2 Drug and Alcohol Policy**

B&R Sporting Goods, Inc. considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

The Company also cautions against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for the Company. Inform your [manager, supervisor, etc.] prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

## **8.3 Drug-Free Workplace**

### **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### **Drug-Free Workplace Policy**

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all Company work locations is prohibited.
- Any Company employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to

continue employment with the Company, the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

#### **8.4 Nonsmoking Policy**

B&R Sporting Goods, Inc. is concerned about the effect that smoking and second-hand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

#### **8.5 Policy Against Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of B&R Sporting Goods, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

##### **Zero Tolerance Policy**

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

##### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

##### **Reporting Incidents of Violence**

Report to your manager, supervisor, or Human Resources, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

##### **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

##### **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat, or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline, up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources Manager.

## **8.6 COVID-19 Precautions**

In order to help keep the workplace free from COVID-19 infection, B&R Sporting Goods, Inc complies with the safety precautions established under Michigan law.

If you test positive for COVID-19 or display the principal symptoms of COVID-19, you should not report to work until all of the following conditions are met:

- If you had a fever, you must be fever-free for 24 hours without the use of fever-reducing medications.
- Either 10 days has passed since the later of:
  - The date your COVID-19 symptoms first appeared; or
  - The date you received a positive COVID-19 test result.
- Your principal symptoms of COVID-19 have improved.

If you have had close contact with an individual (considered having been within approximately six feet for 15 minutes or longer) who tested positive for COVID-19 or with an individual who has displayed the principal symptoms of COVID-19, you should not report to work until either:

- Fourteen days have passed since you last had close contact with the individual; or
- The individual with whom you had close contact receives a medical determination that they did not have COVID-19 at the time you had close contact with them.

***Principal symptoms of COVID-19*** is defined by order of the director or chief medical executive of the Michigan Department of Health and Human Services. If the term is not defined at the time the above action is taken, principal symptoms of COVID-19 means any of the following:

- One or more of the following not explained by a known medical or physical condition:
  - Fever.
  - Shortness of breath.
  - Uncontrolled cough.
- Two or more of the following not explained by a known medical or physical condition:
  - Abdominal pain.
  - Diarrhea.
  - Loss of taste or smell.
  - Muscle aches.
  - Severe headache.
  - Sore throat.
  - Vomiting.

B&R Sporting Goods, Inc will not discharge, discipline, or otherwise retaliate against you for:

- Failing to report to work in compliance with the above policy. This includes situations where you failed to report to work because you displayed the principal symptoms of COVID-19 but later tested negative for COVID-19.
- Opposing a violation of this policy.
- Reporting health violations related to COVID-19.

## **9.0 Trade Secrets and Inventions**

### **9.1 Employee Inventions**

Any employee invention created, in whole or in part, during an employee's work hours, or from the use of the Company's equipment or facilities, is a "work for hire" and the property of the Company.

Any employee who intends to develop and maintain property rights in any invention, which relates in any way to the Company's products or services, is required to obtain a written waiver of this policy, signed by both the employee and Human Resources Manager.

### **9.2 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their supervisor or Human Resources.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.

## **10.0 Customer Relations**

### **10.1 Products and Services Knowledge**

As an employee of B&R Sporting Goods, Inc., you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

### **10.2 Customer, Client, and Visitor Relations**

We strive to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, please notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

## **11.0 Closing Statement**

### **11.1 Closing Statement**

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

Ron Rugal, President

B&R Sporting Goods, Inc.

## **12.0 Acknowledgment of Receipt and Review**

### ***12.1 Acknowledgment of Receipt and Review***

By signing below, I acknowledge that I have received a copy of the B&R Sporting Goods, Inc. Employee Handbook and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President, Vice President or Human Resources Manager of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement, I understand that the terms of the employment agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by B&R Sporting Goods, Inc.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources Manager.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness – Print Name \_\_\_\_\_

EMPLOYEE COPY – SIGNED FORM IS ON FILE AT CORPORATE OFFICE