**Lakeview Ag & Livestock, LLC**

**Employee Policy Manual**

This document is intended as a guide for the efficient and professional performance of your job. Nothing herein contained shall be construed to be an employment contract between employee and employer. Additionally, this document is not construed by any employee as containing binding terms and conditions of employment. Lakeview Ag & Livestock, LLC (hereinafter referred to as “Lakeview Ag” or the “Company”) retains the absolute right to terminate any employee at any time with or without good cause. Lakeview Ag retains the right to change the contents of this document as it deems necessary.

This manual replaces all previous manuals and supersedes all earlier oral or written materials about Lakeview Ag & Livestock, LLC policies and procedures. Lakeview reserves the right to change, add, or delete benefits and policies as necessary.

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**Confidential Information and Conflict of Interest**

**Confidential Information**

Any and all information used by Lakeview Ag to improve or maintain operations is considered confidential. This includes but is not limited to herbicides, fertilizers, and other crop inputs used, agreements or deals in place with other landowners, business owners, or other affiliated persons/entities, crop or field rotations, feed rations, and future or current land purchases or leases. Confidential information can be shared with discretion if necessary for business purposes but shall never be used maliciously or with ill-intent.

**Conflict of Interest**

No employee may engage in any activity or enterprise which conflicts, directly or indirectly, with his/her duties as an employee of Lakeview Ag. Anyone with a conflict of interest must provide written notice within 72 hours to Lakeview Ag. Failure to disclose a conflict of interest may be grounds for immediate dismissal.

**Anti-Discrimination and Harassment**

**Equal Opportunity Policy**

Lakeview Ag provides equal opportunity in all employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, martial status, military status, sexual orientation, or any other category protected by federal, state, and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, or training. All such employment decisions will be made without unlawful discrimination on any prohibited basis.

**Harassment and Discrimination**

Lakeview Ag is committed to providing a safe workplace. The Company strives to maintain an environment free from violence, or threats of violence (including domestic violence), discrimination, and harassment. Employees should treat each other with respect, dignity, and courtesy. This policy applies to all phases of employment.

**Prohibited Behavior**

Lakeview Ag does not and will not tolerate any type of violence or harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as violent, or harassment as defined below is prohibited.

For purposes of this policy, workplace violence is any violent or potentially violent behavior that arises from or occurs in the workplace that affects Lakeview Ag employees.

Lakeview Ag does not tolerate behavior, whether direct or through the use of Company facilities, property, or resources that:

* Is violent
* Threatens violence
* Harasses or intimidates others
* Interferes with an individual’s legal rights of movement or expression
* Disrupts the workplace

Violent or threatening behavior can include physical acts, oral or written statements, harassing telephone calls or texts, gestures and expressions, verbal abuse, threatening body language, intimidation, or behaviors such as stalking.

The term harassment includes, but is not is not limited to; slurs, jokes, other verbal or physical conduct relating to a person’s gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, or any other protected classification that unreasonably interferes with a person’s work performance or creates an intimidating, uncomfortable, or hostile work environment.

Sexually harassing behavior, in particular, includes unwelcome conduct such as: sexual advances, request for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

* Is made an explicit or implicit condition of employment
* Is used as the basis for employment decisions
* Unreasonably interferes with an individual’s work performance
* Creates an intimidating, hostile, offensive, or uncomfortable work environment

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by promise of favorable job treatment or a threat concerning employment.

Specifically, it includes behaviors such as:

* Repeated sexual flirtations, advances, or propositions
* Continued and repeated verbal abuse or a sexual nature, sexually related comments and joking, graphic or degrading comments, or displaying sexually suggestive objects or pictures including cartoons, and vulgar electronic messages
* Any uninvited physical contact or touching against another person’s body.

**Harassment by Non-Employees**

The Company will also strive to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients, and suppliers.

**Complaint Procedure and Investigation:**

An employee may select the procedure under which the harassment complaint will be filed. The variety of ways which allow an employee to file such a complaint are due to the sensitivities associated with the conduct described as sexual harassment.

Employees who wish to report a possible incident of harassment or discrimination should first notify the harasser, if possible. If that person is not available or you believe it would be inappropriate to contact the person, contact your supervisor immediately. If your supervisor is the harasser, contact the person in the next highest rank above you.

The Company will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in food faith can do so without fear of reprisal.

Any employee who becomes aware of possible harassment or other illegal discrimination against others should promptly notify their supervisor.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

**Retaliation**

Any employee who files a company of harassment or other discrimination in good faith will not be adversely affected in terms of employment and will not be retaliated against or discharged because of the complaint. In addition, the Company will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of the complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

**Compensation and Work Schedule**

**Attendance**

Every employee is expected to attend work regularly and report to work on time.

If you are unable to report to work on time for any reason, call, text, or email your supervisor as far in advance as possible. If you do not call in an absence in advance, in will be considered unexcused.

Regular unsatisfactory attendance, including reporting late, may be cause for disciplinary action, up to and including discharge.

**Pay Schedule**

Employees will be paid every two weeks. If the regular payday falls on a federally recognized holiday, paychecks may be delayed up to two (2) days due to the financial institute’s hours. Employees are encouraged to use direct deposit.

**Performance Evaluations**

Supervisors and employees are strongly encouraged to discuss job performance and goals informally at any time.

Formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive and purposeful approaches for meeting individual and Company goals.

**Standard Work Week**

Working on a production farm is subject to a wide variance in working hours per week depending on seasonal obligations. Overtime hours are not provided as working more than 40 hours per standard week may be deemed necessary to perform job duties sufficiently. The owner and managers will determine the work schedules for each employee dependent on job type and seasonal duties.

Part-time employees will not be allowed to work more than 30 hours per week unless specifically instructed to do so by their supervisor during busy times of the year.

H-2A employees are not subject to this clause.

Hours worked by an employee without supervisory permission, or contrary to the supervisor’s instructions, may or may not be considered as hours worked at the discretion of the owner and/or supervisor.

**Bonus Pay**

Variable rate bonuses may be given to eligible employees each year. Bonuses awarded will vary year to year as the amounts will be dependent upon annual crop income, years of service worked, and work performance. This policy in no way guarantees a bonus will be given to any employee, but simply outlines the circumstances in which they may be given. Bonus amounts shall not be considered part of regular wages earned.

**Conduct Standards**

**Company Equipment and Vehicles**

When using Company property; including computer equipment or hardware, exercise care, perform requirement maintenance, and follow all operating instructions, safety standards, and guidelines.

Notify your supervisor if any equipment machinery, or implements appear to be damaged, defective, or in need of repair. The prompt reporting could prevent the equipment’s deterioration and could also prevent injury to you or others.

If you use or operate equipment improperly, carelessly, negligently, or unsafely, you may be disciplined or even discharged. In addition, you may be held financially responsible for any loss to the Company because of such misuse.

**Computer, Email, and Internet Usage**

The Company recognizes that the use of the internet has many benefits for the Company and its employees. Therefore, employees are encouraged to use the internet appropriately with Company provided electronic devices, including cell phones, laptops, and tablets. Unacceptable usage of the internet may be cause for disciplinary action, up to and including termination. Employees shall not have a privacy right with respect to any use of the internet via the use of Company provided laptops.

**Fitness for Duty**

In addition to attendance and punctuality, all employees are responsible to report fit for duty. Should physical or mental health issues arise that impair your ability to perform the duties of your position and/or job assigned, it is the employee’s responsibility to report immediately to their supervisor in advance of work at the earliest possible instance. The supervisor may consult with the employee and other managers in making further determination about appropriate modification of duty or granting medical leave. Examples may include, but are not limited to; limited duty following surgery or medical procedures, use of certain prescription drugs, illness, etc.

Employees who think they many have a problem with alcohol and/or drugs are encouraged to seek assistance. It should be clearly understood that self-disclosure may not be made in advance of being ordered for testing in an effort to o avoid the consequence of a positive result. Self-disclosure will be given due to consideration by the Company but may result in action up to and including termination as deemed appropriate.

**Drug and Alcohol Policy**

The Company strives to maintain a safe and healthy workplace environment free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair job performance and decision making, create safety hazards, and adversely affect fellow employees, vendors, and customers.

**Alcohol**

Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol is prohibited. Employees are prohibited from being under the influence\* of alcohol in the course of business or while performing job duties. Prohibited behavior includes: excessive alcohol use while performing company business, excessive alcohol use while operating motor vehicles, machinery, or equipment. Exception: an individual’s use of alcohol may be permitted in association with special events, social or similar business conference activities, business dinners, etc., provided that staff shall not be permitted to operate any motor vehicle, machinery, or equipment with a level of alcohol in their system in excess of .02%.

\*” Under the influence” is understood as an amount of alcohol that normal functions are impaired such as slurred speech, erratic behavior, stumbling, inability to understand directions, or otherwise appearing intoxicated.

**Illegal Drugs**

Employees of Lakeview Ag are prohibited from using or being under the influence of illegal drugs while performing Company business or while in a company worksite. It is prohibited to manufacture, distribute, purchase, transfer and/or possess any illegal drug while in Company facilities, while operating a motor vehicle, machinery, or equipment for any job-related purpose, or while performing Company business.

**Legal Drugs**

This policy does not prohibit the proper use of medication (controlled substance) under the direction of a physician; however, misuse of such medication for purposes other than the intended use is prohibited.

Employees who operate or who are responsible in any way for the operation, custody, or care of Company property, or for the safety of other employees or persons, have a duty to disclose the nature of their job duties to any prescribing physician or pharmacist and to inquire of the physician(s) or pharmacist whether their use of the drugs prescribed might result in the dangers, risks or impairment that this Policy is intended to prevent.

Employees who know or should know that their use of legal drugs might endanger their own safety or the safety of another person or might pose a risk of significant damage to the Company’s property, or might substantially interfere with their job performance or the efficient operation of the Company’s business, are obligated to report such drug use to their supervisor and obtain the Company’s consent to continue working. Lakeview Ag reserves the right to have the employee’s physician determine whether it is advisable for the employee to continue working while taking such medication.

**Searches**

Managers shall not physically search an employee, nor shall they search their personal possession without consent and in the presence of the employee. Managers shall notify the proper law enforcement agencies if and when they have reasonable suspicion.

**Drug and Alcohol Testing**

In support of its safety objective, Lakeview Ag retains the right to randomly test for alcohol and illegal or controlled substances for all employees who are covered by and subject to this policy. In addition, testing may also be ordered for a post-accident, reasonable suspicion, and/or return to duty and follow-up at the discretion of the Company. The Company may require a blood test, urinalysis, hair test, or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

For purposes of post-accident testing, the employee’s supervisor may require testing at their discretion in instances where there may be a reportable incident, liability or worker’s compensation claim, and/or other instances resulting in injury or damage to employee, co-worker, the public, and/or property. Time is of the essence for post-accident testing and employees must remain available until a final determination has been made as to whether a test is necessary.

For purposes of reasonable suspicion testing, a supervisor may require testing upon making the findings of reasonable suspicion. Such finding may be based on a preponderance of available evidence that an employee is under the influence of alcohol or drugs. This may include: third-party reports, physical evidence, past performance/attendance, history, personal observations, and/or personal conversations with the employee.

To ensure a consistent and reliable testing result, testing methods will include a process which utilizes trained collection site staff, Dept. of Health & Human Services certified lab analysis, a chain of custody form and process, and confirmation on all positives utilizing an alternative analysis or appropriate best industry practices.

Positive drug tests will also be reviewed by a qualified physician (aka as a Medical Review Officer or MRO) and allowing for an employee to disclose medical procedures and appropriate health records in consideration of all results. Upon full investigation and consideration, the MRO will report results directly to Company managers. Positive alcohol tests will be reported immediately through the Breath Alcohol Technician or the contracted drug testing Third Party Administrator to Company managers.

Test records are the property of the Company and will be handled in a confidential manner. All employees who test positive will receive a written notice of the result(s).

Employees who violate this policy may be disciplined up to and including termination, even for a first offense, at the sole discretion of the Company. Violations include refusal to consent to and comply with testing and search procedures as described, collection site staff, and/or any specific reporting requirements such as timely reporting of an accident which may require testing, return to duty or second chance agreement provisions, etc.

**Leave**

**Jury Duty**

Lakeview Ag supports employees in fulfilling their civic responsibilities by serving on jury duty when required. Employees shall not lose regular pay while serving on jury duty. Compensation for such leave shall be limited to the difference between pay received for this service and the employee’s regular pay. The employee shall provide proof of all compensation received for serving on jury duty to their supervisor.

You must inform your supervisor as soon as possible after receiving a jury summons so that arrangements can be made to accommodate your absence. You will be expected to report for work during your service whenever the court schedule permits.

**Time Off to Vote**

Employees are encouraged to vote outside of working hours. When this is not possible, full-time employees shall be granted paid leave not to exceed one (1) hour in order to vote; such leave shall also be granted to part-time employees scheduled to work eight hours on that day.

**General Employment**

**Employee Classifications**

Domestic employees at Lakeview Ag are either full-time, part-time, or seasonal. Part-time, year-round employees work no more than 29 hours per week. Unless specifically stated, part-time employees are not afforded any benefits other than wages. Seasonal employees may be hired during busy seasons (i.e. harvest) to assist with the abnormal workload. All other employes are full-time.

Your supervisor will verify whether you are fa full-time, part-time, or seasonal employee. All employment types are considered exempt under the Fair Labor Standards Act.

**Employee Records**

The Company shall maintain a personnel file on all current employees. It is the responsibility of the employee to notify their supervisor of any changes in name, address, telephone number, marital status, number of dependents, military status, emergency contact(s), and bank account information for direct deposit.

Misrepresentation of any fact which you have provided information for in your application, in your personnel file, or any other document is sufficient reason for dismissal. Personnel records are the property of the Company. Employees may review their files under supervision.

**Employment of Relatives**

Lakeview Ag may hire relatives of employees where there are no potential problems of supervision, safety, security, morale, or potential conflict of interest. Relatives include an employee’s parent, child, spouse, domestic partner, sibling, cousin, in-laws, and step relationships.

Employees who marry or become related will be permitted to continue to work as long as there are no substantial conflicts. Reasonable accommodation will be made, when possible, in the event a conflict arises.

**Reference/Background Checks**

Lakeview Ag may conduct reference and background checks on all new employees. Employees who have falsified information on their employment applications or hiring documents will be disciplined, which could include termination. Applications who have provided false information may be eliminated from further consideration for employment.

**Termination, Resignation, and Discharge**

Unless expressly prescribed by contract, employment at Lakeview Ag is on an “at-will” basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If ay any time it is necessary for an employee to resign their employment with the Company, the Company requests at least two weeks’ notice.

Any employee who is discharged by the Company shall be paid only wages accrued to the effective date of the separation.

**Safety and Emergency**

**Safety**

The Company is committed to maintaining a safe and healthy work environment for all employees. Report all incidents, accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues immediately to a manager or owner.

If you have sustained an injury while performing work-related duties, you must inform your supervisor and have an incident report filed.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers’ Compensation Act also requires that you report all accidents, injuries or exposures caused by the workplace, no matter how slight. If you do not report an accident, injury or exposure you may jeopardize your right to collect workers’ compensation payments as well as health benefits.

**Personal Appearance**

The Company’s image is directly related to the way in which employees conduct and present themselves. Employees should be clean, well groomed, and dressed appropriately for work. Employes should also be professional and cooperative, creating a pleasant environment for the public and coworkers.

**Personal Protective Equipment**

Requirements for personal protective equipment (PPE) will vary depending on the job at hand, but employees must make an effort to implement appropriate work attire and PPE. When using any heavy equipment, power tools, or hand tools, the employee is expected to understand proper use techniques, safety requirements, and safety equipment. Required safety equipment such as safety glasses, work gloves, irrigation boots, TYVEK suits, etc., will be provided by the Company. However, excessive misuse, disregard for, or continued loss of provided equipment will result in the Company no longer providing the PPE and it therefore becoming the responsibility of the employee to provide for themselves.

**Work Area**

Every employee has a responsibility to maintain their working area in a neat and orderly condition. This includes vehicles, equipment, machinery, shops, and fields. The manner in which facilities and places of work are maintained is reflected directly on the Company and its employees. Confidential information should be stored properly within the work area(s) and care should be taken to protect this information at all times.

**Employee Benefits**

**Retirement Pay**

For eligible employees, participation in ADP Retirement Services is offered. To be eligible, employees must complete one (1) calendar year of full-time employment and the employee must be over the age of 21. The Company offers 100% Safe Harbor contribution of the first 4% of the participant’s compensation.

**Workers’ Compensation**

Lakeview Ag provides worker’s compensation insurance for any injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity or event for the company. If you become injured, please get medical attention at once. The Company will determine if wage compensation for time away from work will be paid by the Company or submitted to worker’s compensation.

You must also report the details to your supervisor immediately. You must report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

**At-Will Employment Statement**

Your employment with Lakeview Ag is a voluntary one and is subject to termination by you or the Company at will, with or without cause, and with or without notice, at any time. This policy of employment-at-will may not be modified by any person and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the Company.

These personnel policies are not intended to be a contract of employment or a legal document.

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Lakeview Ag & Livestock, LLC Representative

**Acknowledgement Statement**

I acknowledge that I have received the Lakeview Ag & Livestock, LLC’s Policy & Procedure Manual and that I have read and understand the policies therein. I understand that the manual represented only current policies and benefits, and that if does not create a contract of employment. The Company retains the right to change these policies and benefits, as it deems necessary.

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Employee Signature/Firma Date/Fecha

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Employee Name (printed)/Nombre

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Lakeview Ag & Livestock, LLC Representative