

DAHL

IT'S THE PEOPLE.

OKLAHOMA SUPPLEMENT
2023

ComplianceHR

Note: This Employee Handbook is not intended to apply to any particular employer or to provide legal advice or opinion. Such advice may only be given when related to specific handbooks and specific fact situations. In no circumstances should any employee handbook be adopted and issued to employees before the final draft has been approved by experienced labor counsel. These employee handbook templates generally include policies prompted by federal and state laws in the employee policy context, as well as leave of absence and scheduling policies intended to comply with local laws in major municipalities (i.e., those with 100,000 residents or more). The handbook templates do not include the following: social media policies; drug-testing policies; policies related to municipal laws other than those specified above; or policies specific to government contractors or certain industries. Generally, the templates do not address industry-specific requirements, except where indicated.

Copyright 2022 © ComplianceHR

TABLE OF CONTENTS

GENERAL INFORMATION	1
About This Oklahoma Supplement	1
COMMITMENT TO DIVERSITY	1
Equal Employment Opportunity	1
PAY PRACTICES.....	1
Rest Periods for Minors Under 16 Years Old	1
Lactation Accommodation	2
TIME OFF & LEAVES OF ABSENCE	2
Mandatory Time Off/Day of Rest	2
Time Off to Vote	2
Jury Duty Leave.....	3
Military Leave	3
WORKPLACE SAFETY AND SECURITY	7
Weapons in the Workplace.....	7
Smoke-Free Workplace	7
Cell Phone Use/Texting While Driving	8

GENERAL INFORMATION

About This Oklahoma Supplement

Dahl Consulting (“The Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Oklahoma employees will receive the Company’s national handbook (“National Handbook”) and the Oklahoma Supplement to the National Handbook (“Oklahoma Supplement”) (together, the “Employee Handbook”).

The Oklahoma Supplement applies only to Oklahoma employees. It is intended as a resource containing specific provisions derived under Oklahoma law that apply to the employee’s employment. It should be read together with the National Handbook and, to the extent that the policies in the Oklahoma Supplement are different from, or more generous than those in the National Handbook, the policies in the Oklahoma Supplement will apply.

The Oklahoma Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. **Only the President/Owner of the Company or that person’s authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

If employees have any questions about these policies, they should contact their DAHL representative.

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

As set forth in the Employee Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We comply with Oklahoma law, which prohibits discrimination and harassment against any employee or applicant for employment based on race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age (40 and over), genetic information and disability. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

PAY PRACTICES

Rest Periods for Minors Under 16 Years Old

Employees who are younger than 16 years old and work more than five consecutive hours will be allowed a 30-minute cumulative rest period. Employees who are younger

than 16 will be allowed a one-hour cumulative rest period for each eight consecutive hours worked. During rest periods, employees will be relieved of all duties.

An uninterrupted 30-minute break will be unpaid for nonexempt employees.

All nonexempt employees must record their meal breaks.

Any employee who is unable to take all the breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify their DAHL representative.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, should run concurrently with meal and rest breaks already provided to the employee. If the break time cannot run concurrently with meal and rest breaks already provided to the employee, the break time will be unpaid. Where additional unpaid breaks are required, the employee should work with their supervisor regarding scheduling.

The Company will make reasonable efforts to provide employees with the use of a private location, other than a toilet stall, for the employee to express milk. Employees should discuss with their supervisor, a DAHL representative the location to express their breast milk and for storage of expressed milk and to make any other arrangements under this policy. The Company may not be able to provide additional break time or a private location for expressing breast milk, if doing so would substantially disrupt the Company's operations.

The Company will not demote, terminate or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

TIME OFF & LEAVES OF ABSENCE

Mandatory Time Off/Day of Rest

The Company will not require any servile work from an employee or require an employee to work at any trade, manufacturing or mechanical employment on Sunday, except for works of charity or necessity and other specified exemptions.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who do not have three or more hours off of work before their shift begins or ends may take up to two hours off from work to vote on an Election Day or on a day of in-person absentee voting. As needed, the Company will provide more than two hours off if the employee's distance from the voting location requires additional time to be able to cast a ballot.

Employees must provide verbal or written notice of the need for time off to vote at least three days prior to Election Day or the day of in-person absentee voting so that time off can be scheduled to minimize disruption to normal work schedules. The employee's supervisor will designate when the leave should be taken.

Time off to vote will be paid provided the employee submits proof of voting to the supervisor upon return to work.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service subpoenas or summonses, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced or penalized because they respond to a jury service subpoena, attend court for prospective jury service or serve as a juror.

Employees must provide their supervisor with notice of any jury summons or subpoena within a reasonable time after receipt and before their appearance is required. Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will receive pay when required under applicable law. Employees will not be required to use sick leave or vacation for time spent responding to a summons and/or subpoena, for participating in the jury selection process, or for serving on a jury, although employees may be permitted to do so.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Oklahoma employees who are absent from employment while serving on state active duty or Title 32 active duty in the state military forces will be entitled to the reemployment rights and other employment benefits set forth in the Oklahoma Uniformed Services Employment and Reemployment Rights Act ("OK USERRA"). For purposes of this policy, the "state military forces" means the Oklahoma National Guard, the Oklahoma State Guard and any other military force organized under the Constitution and laws of Oklahoma when not in a status that places them under exclusive federal jurisdiction.

The Company will reemploy employees returning from service in the state military forces unless reemployment is impossible or unreasonable because of changed circumstances, reemployment presents an undue hardship for the Company or the position the individual held before leaving to serve was for a brief, nonrecurrent period.

Unless one of the above exceptions applies, the Company will reinstate eligible employees, provided that:

- The employee or an appropriate officer of the state military forces gave the Company advance written or verbal notice of the service, unless such notice is precluded by military necessity or otherwise impossible or unreasonable;
- The cumulative length of the individual's absence and of all previous absences from a position of employment with the Company for service in the Uniformed Services of the United States does not exceed five years;
- The employee provides proper notice of the intent to return to employment with the Company; and
- The employee provides documentation showing that entitlement to leave was not terminated as a result of dishonorable discharge from uniformed services.

When determining whether an employee has exceeded the five year maximum of military leave, the following will not be counted:

- Service beyond five years that is required to complete an initial period of obligated service;
- Service when the individual, through no personal fault, is unable to obtain orders releasing them from a period of service before the expiration of the five-year period;
- Service performed to fulfill additional training requirements determined to be necessary for professional development or for completion of skill training or retraining;
- Service performed as active duty; or
- Service performed by an individual who has been ordered to state active duty in support of a mission or requirement of the state military forces; ordered to or retained on Title 32 active duty under 32 U.S.C., Section 502(f); or ordered to or retained on state active duty or Title 32 active duty (other than for training) under any provision of law to execute the laws of the state, suppress insurrections or repel invasions or for any state emergency declared by the governor or state legislature.

Employees who are absent because of service in the state military forces will be deemed to be on furlough or a leave of absence and will be entitled to participate in benefits that are not determined by seniority and are generally offered to employees with similar seniority, status and pay who are on furlough or a leave of absence. There is an exception for employees who are absent because of service in the state military forces and knowingly provide written notice of intent not to return to a position of employment when their service concludes.

Accrued, unused vacation or PTO will be paid during leave for service in the state military forces at the employee's request. After 30 days of continuous absence for service in the state military forces, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Employees must notify the Company of their intent to return to employment following service in the state military forces in accordance with the following timing requirements:

- For individuals whose period of service in the state military forces was less than 31 days or was for the purpose of an examination to determine the person's fitness to perform service in the state military forces, not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional eight-hour period;
- For individuals whose period of service in the state military forces was more than 30 but less than 181 days, not later than fourteen days after completion of the period of service;
- For individuals whose period of service in the state military forces was for more than 180 days, not later than 90 days after the completion of the period of service; and
- For individuals hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the period of service in the state military forces, not later than the end of the period necessary to recover (generally not to exceed two years).

Exceptions to the above timing requirements will apply when providing notice is either impossible or unreasonable through no fault of the person. In those cases, notice must be provided as soon as possible. Individuals who otherwise fail to report or apply for employment or reemployment within the specified period will not automatically forfeit their reinstatement. Rather, they will be subject to the Company's rules, policies and procedures related to absences from scheduled work.

Individuals are not entitled to the rights and benefits established by the OK USERRA if:

- They separated from the state military forces with a dishonorable or bad conduct discharge;
- They separated from state military forces under other than honorable conditions; or
- They were dismissed or dropped from the rolls pursuant to the Oklahoma Uniform Code of Military, its regulations, or applicable regulations of the National Guard Bureau, U.S. Army or U.S. Air Force.

The Company may require documentation demonstrating that the individual was not discharged dishonorably or under conditions other than honorable or dismissed or dropped from the rolls in the manner described above. However, the Company will not deny reemployment to an employee who fails to meet a documentation requirement, if the failure occurs because such documentation does not exist or is not readily available at the time of the request (except, if the leave was more than 90 days, the Company may require documentation before treating the employee as having no break in employment for pension purposes). However, if documentation becomes available, subsequent to reemployment, establishing that the requirements outlined above were not met, the Company may terminate employment and any benefits provided.

Upon return from service in the state military forces, employees whose period of service was for less than 91 days will be reinstated to the position they would have held if their continuous employment had not been interrupted by the service, so long as they are qualified to perform the duties of the position. If the person is not qualified to perform the duties of that position, they will be reinstated to the position they held at the beginning of the service in the state military forces. For a person whose period of service in the state military forces was for more than 90 days, they will be reinstated to the position they would have held if their continuous employment had not been interrupted by the service or to a position of like seniority, status and pay, so long as they are qualified to perform the duties of the position. If the person is not qualified to perform the duties of that position, they will be reinstated to the position they held at the beginning of the service in the state military forces, or a position of like seniority, status and pay that the employee is qualified to perform. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

If the employee has a disability that was incurred in or aggravated during the service and, after reasonable efforts by the Company to accommodate the disability, is, because of the disability, not qualified to perform the duties of the position they would have held if their continuous employment had not been interrupted by the service, but is qualified to perform another position (or would become qualified with reasonable efforts by the Company), the Company will place the employee in another position that the employee is qualified to perform and that provides similar seniority, status and pay, or as close as possible given the circumstances.

Upon reinstatement, employees will be entitled to the seniority and other rights and benefits they had on the date of the commencement of military leave, as well as the additional seniority and rights and benefits determined by seniority they would have attained had they remained continuously employed.

For employees whose period of service before reemployment lasted more than 180 days, the Company will not terminate the employee within one year after the date of reemployment, except for cause. For employees whose period of service before reemployment was between 30 and 180 days, the Company will not terminate the employee within 180 days after the date of reemployment, except for cause.

The Company also will not discriminate against or take any adverse employment action against any employee because that person has: taken an action to enforce a protection afforded pursuant to the OK USERRA; testified or otherwise made a statement in or in connection with any proceeding under the OK USERRA; assisted or otherwise participated in an investigation under the OK USERRA; or otherwise exercised a right provided for in the OK USERRA.

Leave for Funeral Honors Duty

Employees who are members of the state military forces will be allowed a leave of absence to perform funeral honors duty, as authorized by federal law.

Leave for U.S. Armed Forces

Members of the U.S. reserves or any other component of the U.S. armed forces will be entitled to a leave of absence without loss of status or seniority when ordered to active or inactive duty or service.

WORKPLACE SAFETY AND SECURITY

Weapons in the Workplace

In the interest of maintaining a workplace that is safe and free of violence, and in accordance with the policy set forth in the Employee Handbook, the Company generally prohibits the presence or use of firearms and other weapons on the Company's property, regardless of whether or not the person is licensed to carry the weapon. However, in compliance with Oklahoma law, the Company does not prohibit employees who lawfully possess firearms or ammunition (except for convicted felons) from storing their firearms or ammunition inside their locked, privately-owned vehicles in the Company's parking lots or other parking areas provided by the Company. Such lawfully possessed firearms and ammunition may not be removed from the employees' personal vehicle or displayed to others.

Smoke-Free Workplace

The Company prohibits smoking or vaping marijuana or any other substance that is illegal under federal law or Oklahoma law anywhere on its premises.

The Company prohibits smoking in the workplace. Employees wishing to smoke must do so outside company facilities during scheduled work breaks.

Employees that observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their DAHL representative. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy will be subject to disciplinary action up to and including termination of employment.

Cell Phone Use/Texting While Driving

As set forth in the Employee Handbook, the Company prohibits employees from using cellular phones for business reasons while driving or for any reason while driving for work-related purposes. Employees should also be aware that, under Oklahoma state law, drivers are prohibited from using a hand-held electronic communication device to manually compose, send or read an electronic text message while operating a motor vehicle.