



D & J PAINTING

EMPLOYMENT HANDBOOK

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POLICIES

YOUR EMPLOYMENT WITH D&J PAINTING

WELCOME

Welcome to D&J Painting (the “Company”). We wish to take this opportunity to welcome you and extend our best wishes for a successful career with our organization. We are very proud of the people that work for our Company and strive to provide all of our employees with a safe and productive environment. Safety is a top priority, and all employees have a responsibility to make sure the workplace is safe. All employees should report unsafe conditions to their supervisor, Human Resources or the General Manager.

Our Company’s progress and success depends largely on the cooperation and teamwork of each employee, regardless of the position. Customer satisfaction is the Company’s number one commitment. The full use of your knowledge, experience, abilities, and energy are important to our success as we work together to attain excellence.

This employee handbook provides information concerning our Company policies and practices. We encourage you to discuss with the General Manager, Human Resources, or your supervisor any questions you may have regarding the Company’s policies described in this handbook or items that are not addressed in this Handbook.

Please remember that if you will treat everyone you meet - customers and coworkers alike - in the manner you would like to be treated, you will find your work very rewarding. We are proud to have you as a member of our team.

GENERAL STATEMENT AND EMPLOYMENT AT WILL POLICY

The success of the Company depends on the competence and integrity of those who conduct its affairs. All employees bear a special responsibility to customers, to the General Manager, and to their fellow employees, all of whom expect standards of honesty, fairness, and quality. These traits enhance our Company’s reputation and help ensure success. Complete teamwork involves effort and cooperation by every member of the Company.

The Company expects each employee to follow the Company’s policies, practices and procedures, which enable the Company to operate effectively and to provide quality service for customers. All statements were formulated without regard to race, color, national origin, ethnicity, religion, sex, gender, pregnancy, age, disability, or other protected class.

This handbook summarizes Company policies and practices. These policies are intended as guidelines only. Consequently, in appropriate circumstances, the Company reserves the right to proceed differently than described in these guidelines. The guidelines and Company policies may be amended or modified at any time.

Your employment with the Company is entered into voluntarily, and you are free to resign at any time. Similarly, the Company may terminate the employment relationship at any time when, in its sole discretion, it believes it is in the Company's best interests. Neither this handbook, any Company policy, procedure, or other document, or any other communication by a managerial representative is intended in any way to create a contract of employment. Rather, employment at the Company is on an "at-will" basis. Any oral statements contrary to the foregoing or regarding future employment are not authorized and should not be relied upon unless confirmed in writing by the General Manager of the Company. Supervisors do not have authority to make oral agreements guaranteeing employees' future promotions, pay raises, benefits, reassignments or transfers. Any such assurances must be in writing and signed by the General Manager to be enforceable. Nothing in this paragraph or in this handbook shall be construed to affect the rights of employees and the employer as defined by any applicable collective bargaining agreement or as established by federal law.

EQUAL EMPLOYMENT OPPORTUNITY

Our policy is to select, place, train, and promote the best qualified individuals based upon relevant factors such as work quality, attitude, and experience so as to provide equal employment opportunity for all our employees in compliance with applicable local, state, and federal laws and without regard to non-work-related factors such as race, color, national origin, religion, creed, sex (including pregnancy), gender identity or expression, sexual orientation, age, disability, AIDS or HIV status, genetic information, citizenship, military status, or marital status. This equal opportunity policy applies to all Company activities, including but not limited to, recruiting, hiring, training, transfers, promotions, and benefits.

If you have a disability that you believe requires an accommodation, you need to request the accommodation in writing to Human Resources. Please include the nature of the disability, nature of restriction(s) and nature of accommodation(s) you request.

If you have a religious accommodation request, please make sure you request the religious accommodation in writing to Human Resources and/or your supervisor.

AMERICANS WITH DISABILITIES ACT AND
THE ADA AMENDMENTS ACT (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities. Furthermore, our Company will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company.

If you have a disability that you believe requires an accommodation, please request the accommodation in writing to Human Resources, or General Manager. Please include the nature of the disability, nature of restriction(s) and nature of accommodation(s) you or your healthcare provider requests.

EMPLOYEE CONDUCT

EMPLOYEE CODE OF CONDUCT

All Company employees shall be required, as a condition of employment, to read and sign a form acknowledging receipt and understanding of the Company's Handbook and Employee Code of Conduct. By providing a copy of the Employee Code of Conduct to employees, the Company seeks to ensure that employees understand their obligations and liabilities. The Code of Conduct is not intended to and will not be enforced in a manner that would interfere with employees' rights under federal law, including but not limited to the right to engage in concerted activity relating to terms and conditions of employment.

The Company expects every employee to maintain high standards of personal conduct and responsibility, and to promote a feeling of pride in being a part of the Company. Actions on the part of any employee that are contrary to this policy and detrimental to the best interests of the Company, including but not limited to the following actions, will be grounds for discipline up to and including termination of employment:

1. Tardiness or failure to show up on time and be professional.
2. Unauthorized access, use, and/or disclosure of Company proprietary or Company confidential information, including but not limited to product specifications and non-public proposals; pricing and competitive strategies; non-public financial information; business strategies; and similar confidential, proprietary, or trade secret information.
3. Malicious conduct and/or maliciously false accusations that tend to destroy friendly relations between the Company and its employees or between employees themselves which in any way hinders production, such as disrupting production or preventing any employee from performing his or her job.
4. Possession of firearms, dangerous weapons, or explosive materials on Company premises except in compliance with applicable state laws.
5. Failure to observe safety rules and procedures, to wear personal protective equipment, or to observe traffic regulations.
6. Disorderly conduct on Company premises including, but not limited to fighting, shouting, abusive language or physical threats, or other threatening conduct.
7. Tampering with the fire extinguisher or other safety equipment.
8. Offensive or indecent conduct or display of offensive material while on Company premises.
9. Harassing, coercing, abusing or insulting another employee because of that employee's race, color, sex, religion, age, physical or mental disability, national origin, veteran's status, or other protected classification.
10. Deliberate or careless damage to property of the Company or others.

11. Unauthorized removal or theft of property of employees, customers, or the Company or misappropriation of Company funds or taking of Company business opportunities.
12. The unlawful manufacturing, distribution, dispensation, possession, sale or use of illegal drugs; and the misuse of any legal drugs or alcohol while on Company premises, while using Company property, or while conducting Company business off Company premises is prohibited. Being under the influence of a substance of abuse while on Company premises, while using Company property or while conducting Company business off Company premises is also prohibited.
13. Altering or falsifying your own timecards or time related documents, transacting another employee's timecard and time records, or permitting another employee to alter your timecard or time records.
14. Falsifying an employment application, Company enrollment or benefit claim forms or other work-related documents.
15. Sleeping during working time or other misuse of Company time.
16. Absence from an assigned work area during working time without notifying a supervisor or excessive tardiness or absence or failure to contact your supervisor during an absence in excess of two (2) working days.
17. Refusal or failure to perform work assigned or to comply with the orders and directions of the Supervisor concerning a job-related matter for which you have been trained and are able to perform safely.
18. Failure to maintain proper standards of workmanship or productivity or careless or inefficient performance of duties.
19. Using or asking others to use Company materials, computers, telephones or other facilities or labor for personal benefit or gain.
20. Smoking in buildings, vehicles, or outside areas that have been designated as "no smoking." Smoking prohibited under this policy includes the use of E-Cigarettes or "vaping."
21. Failure cooperates with the Company in the investigation of violations of Company rules or the employee code of conduct, or similar matters, except where voluntary participation is required by law.
22. Violation of any Company policies, practices or procedures.
23. Conflict of Interest. Employees shall refrain from any private business or activity that might cause their personal interest to conflict with or adversely affect the impartial discharge of their obligations to the Company. Each employee of the Company has a responsibility to be free and to appear to be free of any activity, agreement, business investment, interest or other situation that might be construed as in conflict with the Company's interest or as an interference with such person's duties to serve the Company full time and to the best of his or her ability. A conflict of interest may be deemed to exist even though it does not result in financial loss to the Company and irrespective of the motive of the person concerned.

ANTI-HARASSMENT, ANTI-DISCRIMINATION AND NO RETALIATION POLICY

A fundamental policy of the Company is that the workplace is for work. Our goal is to provide a workplace free from tensions involving matters that do not relate to the Company's business. In particular, an atmosphere of tension created by non-work-related conduct, including ethnic, racial, national origin, disability, age, sexual or religious remarks, animosity, unwelcome sexual advances or requests for sexual favors or other such conduct does not belong in our workplace. Do not engage in inappropriate conduct or comments based on age (40 and over), race, color, national origin, ethnicity, religion, creed, sex (including pregnancy), gender identity or expression, sexual orientation, disability, AIDS or HIV status, genetic information, citizenship, military or National Guard status, or marital status, or other protected categories.

Harassment, discrimination and retaliation can be a violation of state and federal laws if it is used as the basis for employment decisions or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. The Company's policy against harassment, discrimination and retaliation is much stricter than what the law requires because we have higher standards for our employees.

Harassment, discrimination and retaliation of employees or of applicants is prohibited. Harassment and discrimination include, without limitation: verbal (derogatory statements, slurs, teasing, jokes, epithets, and innuendo); physical (sexual and person touching, assault, physical interference with normal work or involvement); and visual (posters, cartoons, drawings, computer materials, sexual gestures).

Examples of Harassment, Discrimination and Retaliation

Sexual harassment or discrimination includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct, or visual forms of harassment of a sexual nature. Examples of harassment, discrimination and retaliation can include but are not limited to, the following:

1. Making a sexual or suggestive remark or gesture about any person's clothing, physical appearance or body (including whistling or "cat calls" and gestures using hand or body movements).
2. Referring to a person using a slang term or nickname that has a sexual, racial or ethnic connotation (such as "babe," "honey," "hunk," "stud," etc.).
3. Asking another employee for a date or making a sexual proposition when such an invitation is unwelcomed to the other person.
4. Commenting about or asking unsolicited personal questions about another employee's sexual activities or social life.
5. Using vulgar or profane language, joking, telling a story, teasing, insulting or making an innuendo about a sexual subject.
6. Touching or brushing against another person in an unauthorized, personal or offensive manner (contact that is not accidental or incidental).

7. Staring or looking at another person in an offensive or improper way (including “elevator eyes” - looking up and down at an employee).
8. Bringing any sexually provocative or suggestive magazines, pictures, drawings, cartoons, calendars or objects into the workplace or viewing or retrieving such materials on any office computer.
9. Communicating that an employee will receive a job benefit or threatening to take unfavorable action against an employee based upon whether the employee submits to sexual conduct.
10. Targeting an employee who has made a complaint about harassment, discrimination or retaliation.

The Company will do its best to keep the workplace free of any conduct which creates an intimidating, hostile or offensive work environment for our employees. Your cooperation is needed to achieve the goal by reporting incidents of harassment, discrimination or retaliation.

What To Do If You Feel Our Anti-Harassment, Anti-Discrimination and No Retaliation Policy Has Been Violated

In the event that you see or hear of any conduct that violates this policy, we urge you to contact your supervisor or the supervisor of the department of the person who committed the conduct. You may also contact the Human Resources Department or the President. The Company will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

You should report any harassment, discrimination or retaliation, even if the person committing the conduct is not an employee of the Company. The Company’s policy is to take appropriate action to protect its employees from harassment, discrimination or retaliation, regardless of who commits the harassment, discrimination or retaliation.

Charges of harassment, discrimination and retaliation will be investigated. If the Company determines that harassment, discrimination or retaliation has occurred, appropriate corrective and/or disciplinary action against the person who violated this policy will be taken, up to and including termination.

The Company will not tolerate retaliation against any employee for complaining about harassment, discrimination, or providing information in connection with any complaint. The Company wants and encourages its employees to report any potential harassment, discrimination or retaliation. Employees are required to cooperate with the Company during any investigation of harassment, discrimination or retaliation by providing information about any matters under investigation.

DRESS CODE

The personal appearance of an employee is important to the organization and our customers. Emphasis is placed on personal cleanliness and neatness. Employees are expected to be neat, clean, well-groomed, and exhibit acceptable hygiene while working on the job. Moderation and good taste in dress and grooming are essential for business attire. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

Painter's whites are required of all employees in the field. Badly frayed, worn or torn clothing, short shirts, or open-toed shoes are not permitted.

Office employees are required to dress appropriately. Shoes should be well maintained and worn at all times.

The Company reserves in its own discretion the right to determine what is professional and acceptable attire, appearance, and hygiene while at work. Any employee who is improperly dressed or exhibits poor hygiene may be subject to discipline, including termination and may also be sent home for corrections. Violations of this policy can lead to discipline, up to and including termination.

CUSTOMER AND COWORKER RELATIONS

Each of us has the obligation of promoting goodwill for the Company through our individual efforts to provide quality work, prompt service, and a cooperative attitude. These are the factors which let our customers know that they are important and that we appreciate their business.

Customers and potential customers are always to be treated with the utmost respect and dignity. They are never to be treated as if they are an interruption to the work of any employee, no matter how busy. A cooperative and helpful attitude are to be extended, whether in person, by telephone or by letter.

Everyone is expected to be cooperative to both our customers and to their fellow employees. No one should be disrespectful to a customer or coworker by using profanity or other language that is unprofessional. Employees are expected to cooperate with coworkers and supervisors.

YOUR SUPERVISOR

Your supervisor has accepted the responsibility of guiding you in the completion of your work and, as a result, needs to hear your questions, suggestions, and constructive ideas. Mutual understanding and open communication are important to doing the best job possible. Cooperative attitudes lead to productive teamwork.

If you have any questions regarding any aspect of your assignment, or regarding any policy or practice of the Company, please consult your supervisor for a complete explanation.

POOR PERFORMANCE

All employees are expected to make every effort to learn their job and to perform at a satisfactory level at all times. Failure to do so may result in your termination.

INSUBORDINATION

We all have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for you to refuse to follow the directions of your supervisor or other management official concerning a job-related matter for which you have been trained and are able to perform safely.

CONFIDENTIALITY

As an employee of the Company, you may learn confidential business information. Confidential information includes but is not limited to correspondence or any other information concerning transactions with customers, customer lists, financial records of the Company, records of purchases from vendors and suppliers, financial matters, building plans, computer files, and similar information regarding the business affairs or operating practices or procedures of the Company. During and after employment with the Company, confidential business information may not be shared with non-employees of the Company and may only be shared with Company employees on a need-to-know basis. If you violate this policy, disciplinary action will be taken up to and including immediate discharge, as well as possible legal action.

The Company will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. Human Resources is the only authorized department for disclosure of information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. Authorization forms may also be obtained from Human Resources.

All requests for employment verification must be received by Human Resources in writing. The Company does not provide letters of recommendation.

Supervisors may not give out any information about an employee and must refer any phone calls seeking such information to the Human Resources or the General Manager. Managers and Human Resources may not discuss personal information about any employee with other employees or non-employees except as required to conduct Company business.

All confidential records and files maintained by the Company are the property of the Company and are confidential. They are not to be copied or disclosed to any party except when authorized by management.

CONFLICTS OF INTEREST

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the Company may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances:

1. Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Company.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for an outside commercial company or organization.
4. Owning or having a substantial interest in a competitor, supplier or contractor.
5. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question can seek advice from Human Resources or the General Manager. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review and approval from their Supervisor, Human Resource Department or the General Manager.

DISCIPLINE

Employees can be subject to discipline up to and including termination for any violation of a Company policy, practice, or procedure. Discipline includes but is not limited to verbal warning, written warning, suspension without pay, demotion, transfer, financial consequences, termination of employment or any other action in the Company's sole discretion. An employee can be terminated the first time the employee violates a Company policy, practice or procedure.

The Company retains the right to terminate an employee's employment at any time with or without cause or advance notice. All employees are at-will.

TERMINATION OF EMPLOYMENT

Upon termination, it is your responsibility to see that all Company tools, property, keys, etc., are properly turned in prior to being issued your final paycheck.

At all times, employment with the Company is to be considered at-will and may be terminated at any time by either the employee or the Company with or without cause for any reason not prohibited by law and with or without notice.

RESIGNATION PROCEDURES

Should an employee decide to resign, all Company-owned property (keys, credit cards, technical manuals, special tools, etc.) must be returned at the time employment is terminated. Employees who resign their employment are requested, but not required, to give advance notice.

ATTENDANCE AND TARDINESS

Employees are expected to report for work each day on time. Absenteeism and tardiness are expensive, disruptive, and they place an unfair burden on the Company, including other employees and supervisors. Unsatisfactory attendance, including reporting late or quitting early will result in disciplinary action, including suspension and/or discharge.

The Company relies on you to report to work regularly and on time. If you are going to be late or absent, you must contact your supervisor immediately. If you are unable to report for work, regardless of the reason, you are to personally report the nature of your absence to your supervisor as far in advance as possible, but in no case later than 30 minutes after your scheduled starting time. If you have to leave early, you must obtain approval from your supervisor. You are expected to call or text the Company each morning that you are absent.

It is within the discretion of the employee's supervisor to determine if an absence will be considered as excused or unexcused. Failure to give notification of an absence will automatically be considered as unexcused. If an employee is absent for three (3) days without notifying the Company, he or she will be subject to discharge. If notice is given and the Company does not think it justifies the absence, it will be considered unexcused.

The Company will take disciplinary action, up to and including termination, where attendance or tardiness is unacceptable. Unauthorized absence or excessive tardiness or failure to contact your supervisor during an absence in excess of three (3) working days is grounds for discipline, up to and including termination.

PROOF OF ABSENCE

If your absence is due to illness or injury, you may be required to provide a doctor's report supporting the necessity of your absence, as well as your ability to return to work, within 15 days of the absence or tardiness. It may also be required that you be examined by a physician appointed by the Company, at Company expense. If your absence is the result of personal emergency other than illness or injury, documentation showing proof that your absence was necessary also may be required.

COMPANY PROPERTY

Each employee should respect the property of other employees as well as that of the Company. To willfully damage, destroy, or alter in any way machinery, equipment, materials, or other Company property or to remove any Company property without prior authorization is strictly prohibited. Should you inadvertently damage Company property, please report the incident to your supervisor.

All employees are expected to exercise care in the use of Company property and to use such property only for authorized purposes. Negligence in the care and use of Company property may result in suspension and/or termination. Unauthorized removal of Company property from the premises or its conversion to personal use may also result in suspension and/or termination.

Company property issued to you must be returned at the time your employment terminates or when management requests its return. The value of any property issued and not

returned may be deducted from an employee's paycheck. Additionally, any damage or loss to company property due to the employee's negligence may be deducted from the employee's paycheck. The Company assumes no responsibility for loss or damage to the personal property of an employee.

CONSTRUCTIVE DISCHARGE; PROCEDURE BEFORE RESIGNING DUE TO UNPLEASANT WORKING CONDITIONS

You are encouraged to communicate to the Company whenever you believe working conditions may become intolerable to you and may cause you to resign. Under Section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

If you believe that you are being forced to resign due to unpleasant working conditions or unfair treatment, you should submit a written letter or memo to Human Resources to notify the Company of the problem. If you believe that you cannot continue to work while waiting for the Company to respond, you may be entitled to a leave of up to 15 days. The Company's policy is that such a leave will be unpaid.

COMPLAINT AND OPEN-DOOR POLICY

From time-to-time problems or difficulties may surface at work. The Company has a practice of dealing with such problems before major disruptions occur. If you have a problem, management wants to know about it. Every employee with a complaint should bring it to the immediate attention of his or her supervisor. If you feel the problem has not been resolved, you are encouraged to bring your complaint or grievance to the General Manager.

Please promptly report any complaint to Human Resources or the General Manager within fifteen (15) days. However, remember that Management's door is always open to you whenever you wish to discuss any matters pertaining to your work or your relationship to the Company. Please report to the Management any violations of law you observed within the organization or on the property.

This Company has found that an "open door" policy helps make a peaceful and enjoyable workplace. We encourage you to take part in this process. This policy applies not only to complaints but to ideas that may help the Company or the employees.

WORKPLACE VIOLENCE POLICY

This policy covers all employees of the Company, including independent contractors or their employees hired or used by the Company. The Company has a strong commitment to its

employees to provide a safe, healthy, and secure work environment. The Company also expects its employees to maintain a high level of productivity and efficiency. The presence of weapons and the occurrence of violence or intimidating or threatening behavior in the workplace during working hours or otherwise are inconsistent with these objectives. While the Company has no intention of intruding into the private life of its present or potential employees, it expects all employees to report on the worksite without possessing weapons and to perform their job without violence or threats or intimidation towards any other individual. The Company expects all of its employees to work in a manner so that they can perform their duties in a safe and productive manner.

Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, or vendor will not be tolerated. The Company's resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Indirect or direct threats of violence, bullying, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to your supervisor or any member of management. Employees should not place themselves in peril and should not attempt to intercede during an incident. Contact the appropriate management or authorities as applicable.

Employees should inform human resources and supervisors of any protective or restraining order or injunction against harassment that they have obtained that identifies the workplace as a protected area. Copies of any court orders should be provided to human resources or the supervisor.

All applicants considered for employment with the Company will be required to sign an acknowledgment that they have received this policy and understand its contents and intent. Likewise, all current employees will be required to sign an acknowledgment that they have received this Policy and understand its contents and intent. Any applicant or employee who refuses to sign said acknowledgment will be subject to discipline, up to and including termination.

The Company has the right to search any areas on Company premises for weapons including, but not limited to, lockers, furniture, containers, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal toolboxes or tool kits, parking lots, Company vehicles, and personal vehicles parked on Company premises.

Employees should report threatening or intimidating behavior or acts of violence to a supervisor immediately.

WORKPLACE BULLYING

The Company defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the Company's policies, practices, and procedures. Employees who engage in any bullying behavior are subject to discipline, up to and including termination.

Bullying may be intentional or unintentional. The intention of the alleged bully is irrelevant and will not be given consideration when determining discipline or termination. It is the effect of the behavior upon the individual that is important or the action of engaging in such behavior that

will be evaluated.

The Company considers the following types of behaviors as examples of bullying:

1. **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
2. **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
3. **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
4. **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

**DRUG AND ALCOHOL-FREE WORKPLACE POLICY OF
D&M PAINTING**

The Company is committed to providing a safe working environment for all employees, promoting the highest standards of employee health and productivity, and protecting the Company's reputation in the community. Therefore, the Company has implemented a drug-use and alcohol-impairment testing program. The goal of this policy is to maximize safety and productivity in the workplace, while preserving the privacy and dignity of employees. Under the conditions of this policy, all employees will be treated equally regardless of race, national origin, gender, creed, age, disability, position or seniority.

I. DEFINITIONS

The following definitions apply for purposes of this policy:

1. "Drugs" means any substance considered unlawful under the Controlled Substances Act, 21 U.S.C. § 812, or the metabolite of the substance. "Drugs" specifically include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methadone, opiates, phencyclidine, and propoxyphene. "Drugs" as used in this policy include synthetic drugs, as defined below.
2. "Alcohol" means ethanol, isopropanol or methanol, which are contained in products such as beer, wine, and distilled spirits or liquor.
3. "Synthetic drugs" mean any substance that is not lawfully prescribed to the employee that is designed or intended to mimic or create the effect of any drug made unlawful under the Controlled Substances Act, 21 U.S.C. § 812.

II. PERSONS SUBJECT TO TESTING

This policy must be applied equally and uniformly to all compensated employees of the Company including all compensated officers, directors, and supervisors. All current employees, officers, directors or supervisors shall be subject to testing pursuant to the terms of this policy.

III. CIRCUMSTANCES UNDER WHICH TESTING MAY BE REQUIRED

A. ACCIDENT TESTING

An employee may be required to submit to a drug-use test or alcohol-impairment test when the Company reasonably believes that the employee, while on the work site or during working hours:

1. Was involved in or contributed to an accident that did or could have resulted in an injury to the employee or another person.
2. Was involved in or contributed to an accident that did or could have caused equipment or material damage or loss.

Determinations regarding whether an employee's conduct falls within the above- described situations shall be made at the sole discretion of the Company.

B. SUSPECTED OF BEING UNDER THE INFLUENCE OR IMPAIRED

Testing will be conducted when the Company has reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that the use may adversely affect the job performance or the work environment. Some examples of when reasonable suspicion may exist include, but are not limited to, the following: if an employee is unable to perform normal job duties or normal body functions, has unexplained or excessive absences or tardiness, or otherwise appears to have used drugs or alcohol in a manner that may affect the employee's work. If the Company suspects that an employee is under the influence of drugs or alcohol, a supervisor must transport the employee to the designated testing facility.

C. CIRCUMSTANCES UNDER WHICH RETESTING MAY BE REQUIRED

If a drug-use test or alcohol-impairment test is considered unsuitable or inconclusive by the employer for any reason, the employee may be immediately retested. Examples of unsuitable or inconclusive test results include, but are not limited to, specimens that are considered diluted or specimens that have a low urine specific gravity. An employee may be instructed to refrain from drinking water or using diuretics (subject to medical concerns) for a specified time period prior to the retest.

Failure of an employee to follow the employer's instructions or to cooperate with the employer in providing a suitable specimen with a specific gravity equal to or greater than 1.005 may be treated by the employer as a refusal to be tested or a positive test result and may subject an employee to disciplinary actions up to and including termination.

If an employee tampers with the sample or otherwise attempts to affect the testing process or result, the employee may be subject to disciplinary actions up to and including termination.

IV. TESTING METHODS AND COLLECTION PROCEDURES

A. SCHEDULING OF TESTS

Drug-use testing will occur during, or immediately before or after, a regular work period.

B. COSTS OF TESTS

The Company will pay all actual costs for drug-use or alcohol-impairment testing required of current employees.

C. TESTING PROCEDURES

1. The method of testing for drug use will be urinalysis. The method for testing for alcohol impairment may be by breath, saliva, blood or urinalysis. A blood test may be used if for any reason the employee cannot provide a sample; for example, if the employee is unconscious or is unable to provide a urinalysis.
2. All sample collection and testing for drug use must be performed according to the following conditions:
 - (a) The collection of samples must be performed under reasonable and sanitary conditions. The Company, in its discretion, will designate the company that will collect samples and arrange for testing. The Company may change this designation in its discretion at any time.
 - (b) Sample testing must comply with scientifically accepted analytical methods and procedures. Drug testing must be conducted at a laboratory approved or certified by the United States Department of Health and Human Services, the College of American Pathologists or the Department of Health Services.
 - (c) Sample collections must be documented, and these documentation procedures must include the following:
 - (i) Samples must be labeled in order to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.
 - (ii) The person to be tested must have the opportunity to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information to the laboratory and/or the Company's designated person.
 - (iii) The person being tested must present reliable individual identification to the person collecting samples.
 - (d) Sample collection, storage, and transportation must be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration or misidentification.
3. Drug-use testing must include confirmation of any positive drug test results for employees. Confirmation of positive drug test results for employees must be by use of a different chemical process than was used in the initial drug-use test. The second or confirmatory drug-use test must be a chromatographic technique, such as a gas chromatography-mass spectrometry, or another comparably reliable analytical method.

4. Testing may be required for the following substances: amphetamines, barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methadone, opiates, phencyclidine, and propoxyphene. The Company reserves the right to add additional drugs to this list.
5. A drug-use test shall be considered positive when the screening levels established by the laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request. An alcohol-impairment test shall be considered positive when an employee's test exceeds .04%.

V. DISCIPLINARY CONSEQUENCES

A. CONSEQUENCES OF REFUSAL TO PARTICIPATE IN TESTING

Refusal to participate in drug-use or alcohol-impairment testing shall be grounds for immediate termination of employment with the Company.

B. CONSEQUENCES OF A POSITIVE DRUG-USE TEST OR ALCOHOL-IMPAIRMENT TEST

On receipt of a positive drug-use or alcohol-impairment test that exceeds .04%, the Company may take disciplinary or rehabilitative actions including:

1. The employee may be required to enroll in an approved rehabilitation, treatment or counseling program, at the employee's own expense, which may include additional drug testing and alcohol impairment testing, as a condition of continued employment; and/or
2. The employee may be subject to discipline, up to and including termination, in the discretion of the Company.

An employee who has enrolled in an approved rehabilitation, treatment or counseling program and/or was subject to suspension or other adverse employment action based on having tested positive on a drug-use test or having exceeded .04% on an alcohol-impairment test, will be immediately terminated if such employee subsequently tests positive on a drug-use or alcohol-impairment test.

Furthermore, pursuant to A.R.S. § 23-1021(C), individuals may be denied workers' compensation claims in circumstances where the individual tests positive for drugs and alcohol and drug or alcohol impairment was a substantial contributing cause of the accident.

VI. CONFIDENTIALITY OF RESULTS AND ACCESS TO RECORDS

A. COMPANY RECEIPT OF TEST RESULTS

The Company will provide results to only those individuals designated by the Company. These individuals will notify only the employee and supervisor of the test results.

B. CONFIDENTIALITY OF TEST RESULTS

1. The Company will not release any information regarding the test results without the written consent of the individual tested, except as required or permitted by law.
2. All communications received by the Company relevant to drug-use and alcohol use test results and received through this testing program are confidential communications and may not be used or received in evidence, obtained in discovery or disclosed in any public or private proceeding, except in a proceeding related to an action taken by the Company or an employee in connection with this policy and except disclosure to:
 - (a) The tested employee or any other person designated in writing by that employee.
 - (b) Individuals designated by the Company to receive and evaluate test results or hear the explanation of the employee.
 - (c) An arbitrator or mediator, or a court or governmental agency as authorized by state or federal law.

C. ACCESS/EXPLANATION BY TESTED EMPLOYEE

1. The tested employee has the right, upon request, to obtain the written test results of tests conducted on that employee.
2. Employees have the right, upon request, to explain the test result to the Company in a confidential setting.

VII. GENERAL PROVISIONS

A. COMPLIANCE WITH ARIZONA MEDICAL MARIJUANA ACT

The Company will comply with the Arizona Medical Marijuana Act unless doing so would cause the Company to lose a federal licensing or monetary benefit or the Company is otherwise prohibited from complying based on an applicable federal law. The Company will not discriminate against or make employment decisions relating to a medical marijuana cardholder, as defined in A.R.S. § 36-2801, based solely on their status as a cardholder. Unless otherwise required by federal law, the Company will not base decisions relating to medical marijuana cardholders solely upon a positive drug test for marijuana. Pursuant to the Medical Marijuana Act, employees may be disciplined or terminated if impaired while at work, or if the employee possesses or uses marijuana while at work. Signs of impairment include but are not limited to red, bloodshot eyes; dilated pupils; poor concentration; impaired perception of time; loss of energy; impaired perception of distance; abnormal or erratic behavior; slow and deliberate responses; slow reflexes; incoherent speech; odor; and impaired balance or coordination.

B. COMPLIANCE WITH STATUTE

This policy is intended to comply with the requirements of Arizona Revised Statutes §§ 23-493 through 23-493.11, 23-619.01, and 23-1021(C).

C. NO TESTS FOR OTHER SUBSTANCES OR CONDITIONS

Except as otherwise permitted by law, no sample taken for testing shall be tested for any substance or condition except drugs as defined herein.

D. DISTRIBUTION

This policy will be provided to all employees.

E. USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

1. The Company will not tolerate the use or possession of alcoholic beverages while an employee is in Company vehicles or on Company time.
2. The Company will not tolerate the use, possession, sale or transportation of illegal drugs on Company property, on Company time (even if not on Company property) or in Company vehicles.
3. The Company has the right to search the personal property of employees and employee work areas, including desks, lockers, toolboxes, etc. at any time.

F. PRESCRIPTION AND OVER THE COUNTER DRUGS

Use of prescription drugs, in their original container, prescribed by a licensed physician as medication for use by the person possessing the medication is allowed. Any employee taking a legal drug or medication (over-the-counter or by prescription) which may adversely affect judgment, coordination, causes impairment, or the ability to perform assigned job duties, must notify his/her supervisor or human resources before starting work that his or her judgment or coordination may be impaired based on information contained in prescription or over the counter drug warning labels or notices and/or doctor's advice or notes, or employee's own perception of symptoms.

All individuals will be provided the opportunity to list all medically prescribed drugs at the time that the individual is providing a specimen for testing. Individuals must report any legally prescribed drugs they are taking to the testing company or laboratory prior to providing a sample for testing. This portion of policy only applies to prescribed medications and over the counter drugs that are legal in the United States.

VIII. NO CONTRACT RIGHTS IN FAVOR OF EMPLOYEES

This policy is not meant to be a contract, and the Company may amend, change or discontinue this policy at any time. Employment at the Company is at-will and may be terminated by the employee or by the Company at any time, with or without cause.

EMPLOYMENT POLICIES

IMMIGRATION COMPLIANCE

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

E-VERIFY

E-Verify is an internet-based federal government system that allows businesses to confirm the eligibility of their employees to work in the United States. The Company will use E-Verify to confirm the employment authorization of all newly hired employees.

The Company will not use E-Verify to pre-screen job applicants and will not limit or influence the choice of documents presented for use on the Form I-9.

The Company uses E-Verify's photo screening tool, when applicable, to match the photograph appearing on some permanent resident and employment authorization cards, a U.S. Passport, or a U.S. Passport Card with the official U.S. Citizenship and Immigration Services (USCIS) photograph.

PERSONAL BELONGINGS

The Company does not carry any insurance to cover employees' vehicles, and/or items of a personal nature that are carried in Company trucks or are on the Company property and/or work sites. The Company will not be responsible for any fire, theft, or any other catastrophe, relating to personal property.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the Company, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Employees are responsible for the conduct and safety of their visitors, however, because of safety and security reasons, family and friends of employees are not allowed in the field at any time.

If an unauthorized individual is observed on Company premises, employees should immediately notify their supervisor or the General Manager.

SMOKING/VAPING

The Smoke-Free Arizona Act, A.R.S. § 36.601.01, prohibits smoking in all places of employment. The Smoke-Free Arizona Act specifically prohibits smoking in all work buildings and work vehicles and within 20 feet in any direction from any doors, windows, and/or

ventilations systems of any buildings. The Company prohibits smoking or vaping in all areas except in those locations that have been specifically designated as smoking areas.

Smoking is defined as the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cigarette or pipe of any kind, including vaping.

The smoke-free workplace policy applies to:

1. All areas of Company buildings.
2. All Company-sponsored off-site conferences and meetings.
3. All vehicles owned or leased by the Company.
4. All visitors (customers and vendors) to the Company premises.
5. All contractors and consultants and/or their employees working on the Company premises.
6. All employees, temporary employees, interns, or other employees.

Employees who violate the smoking policy will be subject to disciplinary action, up to and including termination of employment.

THEFT

Our society has laws against theft, and so do we. To protect you, your coworkers and the Company, we reserve the right to inspect all purses, briefcases, packages, toolboxes, lockers, and vehicles on the Company's property. If you wish to remove any Company property - including scrap - from the premises, you must obtain written permission in advance from your supervisor.

OUTSIDE EMPLOYMENT

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as identified in this policy or in our Company policies, practices, and procedures.

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Company. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If the Company determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave, leave of absence, FMLA, or any absence or benefit provided by the Company will result in disciplinary action up to and including termination.

PAYROLL-RELATED INFORMATION

EMPLOYEE CLASSIFICATION CATEGORIES

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

Nonexempt employees are employees whose work is covered by the minimum wage and overtime requirements of the Fair Labor Standards Act. Nonexempt employees are paid overtime at the rate of 1.5 times their regular rate of pay for hours worked in excess of 40 hours in a single work week.

Exempt employees are salaried employees who are generally managers or professional, administrative or technical staff who are exempt from the minimum wage and overtime provisions of the FLSA based on their salary and job duties. Exempt employees are not eligible for overtime.

The Company has established the following categories for both nonexempt and exempt employees:

1. **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 40 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program. Note that for purposes of health care coverage under the Affordable Care Act only, employees who are regularly scheduled or regularly work at least 30 hours per week are considered full-time and eligible for health insurance.
2. **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program.
3. **Temporary, full time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
4. **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary workers are not eligible for company benefits unless specifically stated otherwise in company policy or are deemed eligible according to plan documents.

HOURS OF WORK AND TIME RECORDS

A. Schedule of Work. Working hours may vary. Supervisors will designate the hours that employees are required to work as necessary. The Company will endeavor to provide at least one-week advance notice of changes to an employee's schedule. You are expected to show up for work according to the work schedule provided by your supervisor. Any time you have to leave the work site or work for personal reasons, you should punch out if a time clock is available or let your supervisor know prior to leaving work. This provides us with a permanent record of your time should there be any questions regarding compensation for hours worked, an accident "on-the-job," or workers' compensation.

B. Accurate Time Records. Federal and states laws require that an accurate record of hours worked by every employee must be kept. Employees must accurately record all hours worked using the time-keeping system designed by the Company. No "off the clock" work is permitted. Failure to accurately record all hours worked or falsifying any time records may result in disciplinary action, up to and including termination of employment. No one may complete a timecard for another employee. Each employee is responsible for their own timecard.

Employees may be asked to sign a payroll signoff sheet prior to receiving paycheck acknowledging that the time recorded is a true and accurate representation of the time that the employee actually worked.

Salaried, exempt personnel are not required to punch a timecard, fill out a timecard, or sign a time sheet, but may be asked to do so. In addition, salaried, exempt employees will not receive overtime compensation.

C. Personal Time. You must notify your supervisor if you need to take personal time during the working day. The Company does not compensate employees who take personal time.

D. Office Hours. The office will be staffed with employees able to meet our customers' needs. Office hours vary by location. Your supervisor can provide you with the office hours at your work location.

PAYDAYS

All employees are paid on a weekly basis every Friday for all work performed through the end of the previous payroll period. The work week for the Company covers seven (7) consecutive days beginning on Monday and ending on Sunday. If a payday falls on a holiday when the office is closed, the Company will make a reasonable effort to have paychecks disbursed on the workday preceding the holiday.

Employees have an obligation and must review their paycheck to confirm all hours worked have been compensated and that the compensation paid is correct. Employees must let Human Resources know about any concerns, questions, errors, immediately, but no later than seven (7) days after receiving their pay.

FINAL PAYMENT

Employees who resign their employment will receive a final paycheck on the next regular payday. If an employee is terminated by the Company a final paycheck will be made available within seven (7) days or the next regular payday, whichever is sooner and after receiving all timesheets for work completed. In either case, all money that the employee owes to the Company will be withheld from the final paycheck.

METHOD OF PAY AND LOST CHECKS

Employees may be paid by check, direct deposit of funds to either a savings or checking account at the financial institution designated by the employee or deposited to a company-provided payroll card. Employees are strongly encouraged to use direct deposit or a payroll card. Employees using the payroll card will be entitled to at least one free withdrawal for each deposit of wages.

Employees receiving a live check will be given the check personally by hand-delivery or it will be mailed to the employee's home address. Employee paychecks will not be given to other employees or third parties.

No salary or wage advances will be made.

In the event of a lost paycheck, the employee must notify the Company in writing as soon as possible. The employee may be required to pay a stop payment fee before a replacement paycheck can be issued. In the event that a lost paycheck is cashed, and the Company identifies the signature on the check as that of the employee, the employee must repay to the Company the amount if the replacement fee immediately and may face disciplinary action.

PERSONAL INFORMATION

Anytime you change your home address or telephone number, please notify Human Resources immediately. Also, if there is any change that would affect your payroll deductions, such as a change of name, number of dependents, marital status, etc., let your supervisor know immediately and submit a new W-4 to payroll with the correct number of deductions. Please verify the accuracy of your social security number with every paycheck.

OVERTIME

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in the same workweek. Overtime is paid to non-exempt employees. Non-work time, such as vacation, sick leave, or holiday hours are not included when calculating overtime. The Company requires that employees must obtain approval of a supervisor in writing prior to working overtime. Violations of such rule can subject the employee to discipline, up to and including termination. If you work overtime, you must report your overtime on your time records, whether you have received advanced approval for the overtime or not. Failure to record all overtime hours worked may result in disciplinary action, up to and including termination of employment.

Overtime may be required when necessitated by business operations. If asked to work overtime, you will be expected to cooperate.

PAYROLL DEDUCTIONS

Various payroll deductions are made each payday in order to fulfill federal and state government requirements. Deductions will be made for the following reasons:

1. Federal Income Tax (withholding tax).
2. State Income Tax.
3. Federal Insurance Contribution Act (social security).
4. Employees' Share of Group Insurance Premiums.
5. Any Court-ordered Deductions or Garnishments; and
6. Any Voluntary Deductions.

Your deductions will be itemized on your paycheck stub. You should review your paycheck stub carefully each payday. If at any time you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact Human Resources. Employees are responsible to review their paychecks for accuracy and contact Human Resources no later than seven (7) days after receiving a paycheck.

Tax withholding is based on the number of dependents you claim on the W-4 form which you complete. Each employee is responsible for the accuracy of that form and for updating the information when necessary.

WAGE ATTACHMENTS

Employees are encouraged to settle their financial affairs in such a manner that garnishments, tax levies, and wage assignments are avoided.

The Company will not assist any creditor, private party, or outside agency in the collection of any employee personal debt or other financial obligation, except that under certain legal procedures known as garnishments, tax levies, and wage assignments, the Company is required to take action. If your wages are attached, the Company is required by law to withhold from your earnings and pay a specified amount each pay period, subject to certain limitations, until the terms of the attachment are satisfied.

The priorities of garnishments and the maximum amount that may be garnished will be determined by state law. Additionally, the Company may deduct an administrative fee from the nonexempt earnings of the employee as provided by state law.

SOCIAL SECURITY

Under the Federal Social Security Act, your yearly taxable earnings are reported to Social Security, and the Company is required to deduct a Social Security tax on your salary. This tax, along with an equal amount paid by the Company, is sent each payday to the federal government for credit to your account. When the worker becomes retired or disabled, the Act may provide a monthly income for workers and their families and provides for certain payments to survivors in case of death.

WORKERS' COMPENSATION POLICY

If an occupational injury or disease causes you to lose time from your job, you generally will be eligible for compensation under Worker's Compensation Act. This insurance will provide for medical and hospital expense and partial salary compensation. There is no cost to the employee for this insurance.

Every injury at work must be reported to your supervisor immediately so that your protection under this coverage is assured.

Workers' compensation insurance reimburses the employee for medical expenses that results from an injury incurred at the employee's regular place of work or on Company business away from the regular place of work. Any accident on the job, no matter how small, should be

reported promptly to your supervisor. If an employee is injured while on the job, the employee must notify his or her supervisor and must obtain medical treatment as soon as possible.

The attending physician will submit a report of industrial injury to the Industrial Commission. Additionally, the Company is also required to submit a report to our insurance company. Please, carefully read the following information. It is important that all employees understand the way the system operates.

A. Reporting Workplace Injuries.

1. Seek medical treatment as soon as possible. You must seek treatment at the Company's designated facility, unless it is an emergency.
2. Notify your supervisor of the accident and injury. The Supervisor will give you a note to be given to the doctor, if treatment is necessary.
3. When at the doctor's office, complete your portion of the "Worker's and Physician's Report of Injury," accurately and clearly, then sign it.
4. Furnish your physician with the same information you gave the Company regarding circumstances of your accident or injury.
5. Keep the Company informed of your current mailing address and street address at all times. If you use a post office box number, inform the insurance company of your street address as well.
6. We will log the industrial injury report in our office on your personnel records. Some injuries may be logged, even though a physician's attention may not be required. We will be following each employee's safety record very closely. Any employee will be required to take a drug test if he has an industrial injury. While we realize we are all in a hazardous occupation and accidents do happen, the majority of accidents are due to carelessness or are drug/alcohol related. Safety is of the utmost importance to us at the Company, and we expect each one of our employees to act accordingly.
7. You must cooperate with your physician's treatment plan, including keeping all doctors' appointments.
8. You must keep your immediate supervisor and the human resources department informed about all visits to the physician and the results of those visits. You are required to provide the Company with documentation of your visits to the physician within 24 hours after the visit.
9. All employees must cooperate with the Return-to-Work Guidelines below.
10. Do not treat this accident policy lightly. Violations can lead to discipline, up to and including termination.

B. Return to Work Guidelines.

To encourage the prompt and safe return of injured employees to some form of employment, the Company will make every effort to provide restricted duty work for employees on workers' compensation. The work provided will accommodate the employee's medical restrictions and physician's instructions, which may include work for less than forty (40) hours

per week and/or a change in duties to less strenuous tasks. The Company will provide information on the restricted or light duty tasks to your physician to allow your physician to determine whether you are capable of completing the restricted or light duty tasks. Restricted or light duty work may be paid at a different wage than your regular assignment. The Company realizes that not every injured employee will be a candidate for a restricted or light duty job, and each case will be individually analyzed.

1. You must report by phone or in person to the human resources department every Friday during business hours with a progress report of your condition.
2. You must inform the Company immediately when you are released to restricted or light duty work or when you are released to work with no restrictions. You must present the release to your supervisor or the human resources department.
3. If the Company has restricted or light duty work available that accommodates your medical restrictions and physician's instructions, you will receive notice in writing. The notice generally will include:
 - (a) A description of the work available.
 - (b) The wages to be paid.
 - (c) The date and time you must report to work.
 - (d) The number of hours you are to work per day and the number of days per week; and
 - (e) Which supervisor you are to report to.
4. After you are released by your physician to do restricted or light duty work, you must contact the Company every workday to determine if restricted or light duty work is available for you to do. You may be required to perform duties outside your normally assigned duties.
5. Please remember that even though you are on workers' compensation, you still must follow Company policies and practices, including attendance and tardiness. Failure to call or show up may result in disciplinary action, up to and including termination.
6. If you are on workers' compensation restricted duty, you may not perform any tasks that do not comply with your physician's instructions or restrictions. You must not place yourself or your co-workers at risk by performing tasks that you have not yet been released to perform.

If you refuse restricted or light duty work that accommodated your medical restrictions, including failing to call or come to work when restricted or light duty work is available, you may be denied salary compensation through workers' compensation insurance program.

EARNINGS, ADVANCES AND LOANS

The Company has learned over time that loans or advances in pay to employees do little in the long run to help an employee meet his or her financial obligations. At the same time, the

Company may be put in a very difficult and unpleasant position if it is required to collect a past due loan. For these reasons, it is our policy not to make loans or advances of pay to employees.

COMMUNICATIONS

COMPUTERS AND COMMUNICATION SYSTEM

The Company's computers, the network, computer applications, and phone systems are Company property, and their purpose is to facilitate Company business. The Company's computer system may not be used for any business other than the Company.

This policy applies to every person who makes use of electronic communication through the use of any hardware, software, or service owned by or contracted by the Company.

A. PERSONAL USE OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

Incidental and limited non-business use of the computer and communications system--for example, to create and store documents in a directory identified by an employee or to send or receive electronic mail messages of a personal nature--is acceptable. Employees, however, are expected to demonstrate responsibility and not abuse the privilege. Any personal use should not interfere with the conduct of business of the Company or distract an employee from his or her work duties.

B. ACCESS TO COMPANY'S COMPUTERS AND COMMUNICATIONS SYSTEMS AND PASSWORD PROTECTION.

Only Company personnel are permitted general access to the Company's computer network and its application, including electronic communications. If you have a specific need for a third party to use any Company computer on our premises, special arrangements must be made with your supervisor.

If you have a password, you should not divulge your password to others. If you are a remote user, you should take care to safeguard your remote user access card and not divulge the Company's modem telephone numbers, IP addresses or any other form of connection to the Company's network system.

It is against Company policy for any employee to access e-mail or voicemail communications of others without a business purpose. Other than routine access for system maintenance and operational needs of the business, requests for access to, or disclosure of, the contents of such communications must be approved by your supervisor.

C. SOCIAL MEDIA.

While the Company understands that some employees may maintain or create personal Web logs or "blogs," or social networking profiles on sites such as Facebook, Twitter, Google or Linked-in, employees are prohibited from doing so on the employee's working time or using the employer's equipment. In addition, personal blogs and statements made on social networking sites such as Twitter, Instagram, or Facebook contain the views of the individual, not the Company, but readers of the comments may not understand that difference. If you choose to identify yourself as a Company employee in any way on a blog or social networking or similar site, you must include a clear statement that the views expressed on the blog do not necessarily reflect the views of the Company and you are not speaking on behalf of the Company. Be professional to your fellow employees. If you decide to post complaints or criticism, avoid using

statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, which defame customers, employees, suppliers, vendors, or competitors or that might constitute harassment or bullying. Examples of such conduct may include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, ethnicity, national origin, sex, gender, gender identity or expression, sexual orientation, religion, age, disability, or any other status protected by law or Company policy. Inappropriate postings that include discriminatory remarks, harassment, threats, or similar inappropriate or unlawful conduct will not be tolerated and may subject an employee to disciplinary action, up to and including termination of employment. In addition, you must not use the Company's logo or trademarks on any blog or social media site or similar site for business purposes or post any copyrighted materials on any blog or social networking or similar site.

D. CONFIDENTIAL, PROPRIETARY, SENSITIVE AND/OR TRADE SECRET COMPANY INFORMATION.

You should take great care in sending any electronic communications to ensure that you do not improperly reveal confidential, proprietary, sensitive and/or trade secret Company information. This includes when you are posting to your own personal Web log or blog. Confidential, sensitive, or trade secret information includes, but is not limited to, such things as confidential bid documents, business plans or proposals, client information, non-public financial information, and similar documents. Use caution in addressing messages to make sure that communications are not inadvertently made to unintended recipients. Should mistakes occur, as with any other similar situation, promptly act to address the problem, including immediately consulting with supervisors as appropriate.

E. GENERAL GUIDELINES FOR USE OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

The Company does not allow uploading and downloading information on the network without prior clearance from the IT department to ensure proper compatibility, licensing, bandwidth capabilities and to prevent virus infiltration. Employees should open suspicious emails, pop-ups, or downloads. Contact IT with any questions or concerns to reduce the viruses or contain the spread of viruses immediately.

Electronic communications, including e-mail or instant messaging, allow Company personnel to communicate among themselves, with clients, and other third parties. Even more than with other modes of communication, such communication options, which permit users to send a message instantaneously to a large number of recipients or groups, can create significant problems if users fail to observe proper precautions and to use good judgment.

E-mail messages may result in a permanent record of your communication. In addition, voicemail can also be saved or forwarded. It is critical to keep the potential permanency of an e-mail or voicemail message in mind in considering its content and tone. In composing an e-mail, instant message, or voicemail message, do not let the opportunity for an instantaneous comment or response cloud your judgment in a situation in which you may later regret what you wrote or said. Attempts at humor can be misinterpreted, and messages intended for one recipient may be forwarded to others who may not understand the context of the message.

F. PROHIBITED USES OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

Under no circumstances should the Company's electronic communication or your own personal blog be used for sending, accessing, posting, receiving, or storing any material of an insensitive, discriminatory, harassing or pornographic nature, or that is of a threatening, obscene or defamatory nature, for chain letters, for engaging in piracy, hacking, extortion, copyright infringement, or for any other purpose that is illegal or against the Company's policy. The Company's electronic communication system should not be used to send, receive or post messages related to any business other than the Company's business or to transmit copies of documents in violation of copyright laws.

Employees may not use the system in a way that disrupts or prevents its use by others. Any misuse of electronic communications should be reported promptly to your Supervisor.

G. COMPANY MONITORING OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

The Company's computer network and telephone systems are provided to conduct the Company's business and for the benefit of our customers. The Company does not, as a matter of routine, review or monitor e-mail messages, telephone information or computer-generated documents, business or non-business. However, all such information, including e-mail, instant messages, postings, internet access, downloads or voice messages may be accessed to protect the Company's legitimate business interests.

The Company has the right to inspect, review, and monitor use of its computers, the network, electronic mail, telephone systems, and any other aspect of its electronic systems and may do so in the discretion of management for a variety of reasons. Those reasons can include, by way of example only, a Company need for information when an employee who generally has access is unavailable; a need to locate substantive information that is not more readily available by some other less intrusive means; legitimate customer request for information; auditor request; security or access reviews or audits; request for law enforcement purposes; potential or actual litigation; concern that Company property is being used in an unauthorized manner; and other business needs.

In this regard, it is important to understand that incidental and occasional personal use of the Company's computer network, including e-mail and voicemail, to send, receive, and store information is permitted, but that such information is not treated differently from other information. Thus, if the Company searches or discloses information stored on its computer or telephone system, personal information may be included. Stated differently, employees should be aware that they cannot expect use of the Company's computer network or telephone system to be private. Use of the computer network constitutes employee consent to the Company's right to access and review any information stored on its computers or telephone systems for business-related purposes.

Please also note that the Company may monitor usage patterns for all communications (voice and data), which include access, call length, and time of call, for purposes of cost analysis, business planning, or compliance with Company policy.

H. POSSIBLE DISCIPLINARY ACTION FOR VIOLATION OF POLICY.

As with all other policies in this Handbook, violation of these policies may result in discipline, up to and including termination. The Company further reserves the right to request an employee refrain from commenting on topics related to the Company (or, if necessary, suspend any personal blog altogether), if advisable to comply with any federal, state or local laws. Should you have any questions about these policies and how it may apply to your conduct, please contact your supervisor, Human Resources or any Company Officer.

SOFTWARE CODE OF ETHICS

Unauthorized duplication of copyrighted computer software violates the law and is contrary to the Company's standards of conduct. The Company disapproves of such copying and recognize the following principles as a basis for preventing its occurrences:

1. The Company will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
2. The Company will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all of the Company's computers.
3. The Company will comply with all license or purchase terms regulating the use of any software the Company acquires or uses.
4. The Company will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

MONITORING

From time to time the Company may tape, record, videotape, or otherwise monitor conversations or other communications between employees and/or between employees and non-employees for legitimate business purposes, such as customer service training, to protect the integrity of certain business transactions (for example, sale orders taken over the telephone). Generally, employees will be notified that such taping or recording may occur, in accordance with applicable laws and sound employee relations principles. Under certain circumstances, however, notice may not be given, such as where the Company is conducting an investigation into allegedly unlawful or unethical activities, in conjunction with regulatory or other enforcement authorities.

SOLICITATION AND DISTRIBUTION

Because distraction on the job leads to unsafe working conditions, poor work performance, and inefficiency, we have established the following rules:

1. During periods of your workday when you are engaged in or required to be performing your work tasks, you may not engage in solicitation of other employees or distribution of literature for any purpose.

2. During periods in another employee's workday when he/she is engaged in or required to be performing his/her work tasks, you may not solicit the other employee for any purpose.
3. Distribution of literature of any kind may not be made in the working areas of the premises at any time.
4. Persons not employed by the Company are not permitted to solicit or distribute literature of any kind on Company premises at any time.
5. Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow or expose anyone to an unsafe situation. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.

POSTERS AND BULLETIN BOARDS

Official items posted on the premises of the Company are not to be tampered with in any way. Non-employees may not post materials on Company premises at any time. Personal, political, commercial, or promotional notice or material may not be posted on the premises or on Company-owned vehicles, with the exception of limited charitable activities supported by the Company management.

PERSONAL MAIL

Personal mail for employees directed to the Company can cause problems. We ask everyone to have their personal mail directed to their homes. All mail with our business address is considered to be the property of the Company and may be opened.

PERSONAL TELEPHONE CALLS

Company telephones are intended for business use only. Employees are asked to not make or receive personal telephone calls or messages on our Company telephones except in an emergency. Your cooperation in keeping our lines open for business use will be appreciated. Personal cell phone use is restricted to breaks and mealtimes only with the exception of an emergency or Company business.

CELLULAR PHONE AND PDA POLICY

Cellular phones and other personal electronic devices (such as personal digital assistant devices "PDA") should be used with care. Employees should exercise both common sense and good judgment when using a cellular phone or PDA when traveling away from the Company. For example, employees should not attempt to write notes while talking on the cellular phone and driving a vehicle or attempt to use a PDA while driving. When making or receiving calls on a cellular phone or using a PDA, employees should consider all of the surrounding circumstances

and choose the safest approach to handling the phone call, including pulling into a safe location (i.e., parking lot) to finish a call, to return a call or to use a PDA. The Company anticipates that employees will exercise due care and take all steps necessary to ensure that the safe operation of the vehicle is the employee's first priority in all circumstances.

Cell phones are to be used for Company business only during working hours. Personal phone calls, texting, etc., should be done on breaks or lunch time. If an employee uses a Company cell phone for personal calls, all expenses incurred on the cell phone for personal use must be paid by the employee. Expenses incurred over and above business use of a Company cell phone or other personal electronic device (PDA), may be deducted from the employee's wages. If personal use of the Company cell phone or PDA cause the Company cell phone or PDA to exceed the plan minutes or other limitations, all personal use will be charged to the employee at the highest rate charged to the Company for any calls made or services used on the Company cell phone or PDA.

Do not use cell phones when handling or near equipment or machines. The use of head/earphones is always prohibited during working time.

ACCIDENTS, EQUIPMENT, AND TRANSPORTATION

OPERATION OF VEHICLES

Only authorized employees may operate Company-owned vehicles. Unless prior approval has been granted by management, Company-owned vehicles are not to be used for personal business. Similarly, they are not to be operated by family members, friends, or other unauthorized persons. All Company vehicles must be kept clean at all times.

A Company vehicle may be provided to specified employees. Vehicles will be provided only in connection with and for use in the trade or business of the Company.

All personal use of Company vehicles is prohibited. If an employee has been issued a Company vehicle, then all personal use is prohibited except for commuting to and from the shop or work site, excluding management.

It is the responsibility of the employee if he or she has been assigned a Company vehicle to keep it locked and safely parked when he or she is not using it.

Any damage to a Company vehicle or loss of Company property from the vehicle may be deducted from the employee's paycheck if the damage or loss was due to the employee's negligence.

VEHICLE RULES

Remember that each Company vehicle and its crew is representative of the Company. Please make sure extra courtesy and proper safety is observed at all times. If you get into a car accident, report it immediately to the police and then to your supervisor. After an accident, the driver will be required to take a drug test within 24 hours.

1. Always secure your loads
2. While driving, hands-free calling only and absolutely no texting
3. No rude or obscene gestures
4. Only Company-approved employees with a valid driver's license may operate Company motor vehicles
5. Only Company employees should be riding in the vehicles
6. Obey all traffic laws

VEHICLE SAFETY AND TRAFFIC LAWS

All safety and traffic laws are to be strictly observed. Seat belts must be worn. All fines or violations will be paid by the employee incurring them. All accidents must be reported to law enforcement officials and all necessary accident forms must be completed by the employee involved.

PERSONAL USE OF COMPANY VEHICLES

Certain authorized employees may use Company vehicles to travel to and from work. These Company vehicles are only to be used by the employee for Company business and are not

for personal use. Any employee found to be using their vehicle for personal use may be subject to discipline, up to and including termination.

ACCIDENTS

Should any accident occur involving damage to a Company vehicle, or damage to Company property, etc., it must be reported immediately to your supervisor. If you are away from the Company facility and an accident occurs, call your supervisor, and report it immediately. Call collects if necessary. At the Company's discretion, any accident resulting from employee negligence will result in the employee paying the lesser of the following amounts:

1. Company's insurance deductible; or
2. Company's cost to repair the damage.

INJURIES ON THE JOB

Regardless of the nature or severity of the injury, all injuries must be reported immediately to either your supervisor, shift leader, or management. Any employee who fails to report an injury during the shift that the injury occurred will be subject to disciplinary action.

COMPANY TOOLS AND EQUIPMENT

The Company provides certain tools and equipment for each project or truck. These materials are inventoried and assigned to the vehicle or to the lead employee, who will assume the full responsibility for those items.

If an assigned item is lost or damaged because of negligence, the responsible employee may bear the burden of the replacement cost of the item, at the discretion of the Company.

In the event of damage to a piece of equipment, tool, or vehicle it must be reported immediately to supervisor, so that it can be repaired. Failure to do so does not relieve the employee of the responsibility for the items. If the equipment is stolen while in the employee's possession, the employee must pay for the deductible and/or replacement value. This will be determined by the General Manager.

SAFETY

SAFETY POLICIES, PRACTICES AND PROCEDURES

All employees are required to comply with the Company's safety policies, practices and procedures and should be familiar with the Company's written fall protection plan and other written safety materials. Any violations of safety policies, practices or procedures can lead to discipline, up to and including termination.

SAFETY

Safety is everybody's responsibility. Please do your part in maintaining a safe workplace by using safe work practices and by reporting unsafe conditions to your supervisor, Human Resources or the General Manager.

Any accident or injury on the job must be reported to your supervisor, Human Resources or the General Manager immediately in order that the proper medical attention is received, and forms may be filled out and processed.

The Company regularly communicates with employees in different ways about workplace safety and health issues. These communications may include but are not limited to, supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive workplace safety training. The training addresses possible safety and health hazards, as well as identifying safe work practices and procedures to eliminate or reduce hazards. Some of the best safety improvement ideas come from employees. If you have an idea, concern, or suggestion on how to improve safety in the workplace, tell your supervisor or another supervisor or the Company's Office. Please report any concerns about workplace safety anonymously and without fear of reprisal to the Office or your supervisor.

Our goal is to achieve and maintain safe and healthful working conditions. We expect and appreciate your cooperation in helping us to achieve this goal.

The Company intends to provide a safe work environment for employees. Accidents result in the unnecessary loss of health, time, productivity, equipment, and materials. In most cases, accidents can be prevented. Become aware of hazards that could lead to injury. Think about your safety and well-being at all times, and also think about your coworkers' safety and well-being. Safety is everyone's responsibility. Employees are required to become familiar with and understand the Company's safety manual and comply with the Company's policies, practices, and procedures. Employees are required to abide by Company and OSHA safety rules and procedures and are subject to discipline, up to and including termination, for violating safety rules. Employees are required to immediately report any unsafe condition or action to a Supervisor, Human Resources or the General Manager.

Employees are required to wear appropriate personal protective equipment, where appropriate, including safety goggles, gloves, proper shoes, and hard hats (where applicable).

You work in a Company where vehicles are constantly being moved. Use caution as a worker, driver, or pedestrian. Maximum speed limit on premises is 5 mph. Report any accident

or injury to your supervisor immediately. Notify police when involved in a vehicular accident off the premises. Notify your supervisor immediately. Provide a completed Arizona Policy and Injury Report to your supervisor.

Do not obstruct access to fire extinguishers. Do not cover or hide extinguishers. Make sure that used fire extinguishers are turned in to your supervisor for replacement.

No matter how safe your working area may be, carelessness or “horseplay” on your part can make you or your coworker a casualty. You should use common sense and know and follow all safety and fire regulations, which will protect you and your fellow employees from inconvenience or serious injury. Employees are responsible for following all safety rules and for using safety equipment furnished by the Company. Your suggestions for safety, as well as suggestions for the improvement of any other phase of our operation, are encouraged at all times.

HAZARDOUS AND TOXIC MATERIALS

If your assignment involves the use of hazardous or toxic materials, you must comply with all laws, rules and regulations concerning their safe handling and disposal as published by the Company and governmental agencies having jurisdiction over such matters. Consult your supervisor or read the Safety Data Sheets for further information regarding chemicals and/or exposure to such materials. Make sure that all containers that have chemicals in them are labeled.

HOUSEKEEPING

In business, good housekeeping is essential. By practicing good housekeeping, we are all also contributing to our safety program. Good housekeeping is the constant responsibility of each employee for his or her own work area and each must also assist the Company to maintain the condition of the entire work site.

The general appearance of the Company results from a teamwork effort. Your participation is expected! It is your responsibility to keep your work area neat, clean, and organized. Doing so increases your ability to give quality performance in your work and is important to general health and safety and to our image with the public. In addition to maintaining your work area, please clean up after meals and assist in maintaining cleanliness in restrooms and other public areas. Keep equipment in its proper place, place refuse in containers, and observe simple rules of tidiness.

EMERGENCY PROCEDURES

For any emergency, EMPLOYEES ON DUTY ARE TO CALL 911 and inform the emergency service of the situation. Be sure to tell ***them the Company name, address and location of the emergency.*** Evacuate to a safe area, as appropriate, based on the emergency.

BENEFITS

BENEFITS

The Company offers competitive benefits. The Company reserves in its sole discretion the right to change, modify, cancel, alter or delete any program or benefit at any time, with or without notice. Please refer to the Summary Plan Descriptions and documents for Benefits for applicable requirements. Summary Plan Descriptions govern the requirements for the programs. Please see Human Resources for questions or to review plan requirements.

MEAL/REST PERIODS

The Company may provide meal and rest breaks to employees in its discretion, although it is not obligated to do so under applicable law. The scheduling of meal periods for hourly and non-exempt employees is set by the employee's Supervisor with the goal of providing the least possible disruption to company operations. Meal periods must be at least 30 minutes in length and are not paid. Nonexempt employees will be completely relieved of all job duties while on meal breaks and must clock out for meal breaks. If you do not take a meal break, please make sure that you state this on your timecard. Authorized rest breaks will be less than 15 minutes and will be paid. Any rest breaks longer than 20 minutes must be approved by a supervisor and employees must clock out for any rest break longer than 20 minutes.

LACTATION BREAK

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should be taken concurrently with other break periods already provided. If additional time is needed that does not run concurrently with normally scheduled break periods, employees should clock out for this time and such time will be unpaid. The Company will provide the employee with the use of a room or other private area free from intrusion for the employee to express milk in private. Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy.

PAID TIME OFF

The Company wants employees to have opportunities to enjoy time away from work to help balance their lives. The Company also recognizes that employees have diverse needs for time off from work. Because of this, the Company has established this Paid Time Off (PTO) policy to meet employees' and Company's needs. Under this policy, an employee may draw upon their PTO days for vacation, holidays, employee's or family's illness or medical appointments, absences related to a public health emergency, absences due to domestic violence, sexual violence, abuse, or stalking, religious holidays, or any other leave of absence. Employees are accountable and responsible for managing their own PTO to allow for adequate reserves if there is a need to cover illnesses, appointments, emergencies, or other needs that require time off from work. Because we believe that employees need time away from the workplace, employees will not be paid in lieu of time off. Employees are encouraged to use their PTO.

Awarding of PTO.

PTO is awarded to full-time employees at the rate of forty (40) hours per year.

Part-time and temporary employees will earn PTO on a pro-rata basis based on the number of hours worked annually.

PTO is based on the calendar year. PTO is awarded on the date of hire, but employees must be employed for ninety (90) days before they can use PTO. The total amount of PTO awarded will be prorated for employees hired in the middle of the year. For example, employees working 75% of the calendar year would be awarded 30 hours of PTO.

Employees must use their PTO in the calendar year in which it is earned. Any unused PTO at the end of the year will be lost.

Scheduling, Use and Payment of PTO

PTO may be taken in increments as small as one hour, but not smaller than one hour. Employees may not borrow against their PTO bank. No advance paid leave will be granted.

PTO is not part of any overtime calculations. PTO will be paid at the base straight-time rate of pay in effect at the time that the PTO is taken

There will be no pay in lieu of taking PTO.

1. Advance Time Off/Vacation.

Whenever possible, PTO must be scheduled at least fourteen (14) days in advance for time off for vacations or personal leave. Vacations and advance time off will be scheduled in each employee's department according to business necessity. It is in the sole discretion of the Company to grant vacation leave. Please plan ahead for vacations or other foreseeable time off. Time off is granted based on business operational needs and client service.

Employees may use a maximum of 40 hours of PTO at the same time (i.e., cannot schedule two weeks off), except with express written consent and at the Company's sole discretion.

2. Appointments, Illness or Emergencies.

When scheduling a medical appointment or appointments relating to domestic violence, sexual violence, abuse or stalking for the employee or a family member, the employee should provide as much advance notice as possible and make a reasonable effort to schedule the use of the PTO in a manner that does not unduly disrupt the Company's operations. Notice can be provided in person, verbally, by phone, electronically, or in writing.

While the Company understands emergencies do arise and illnesses cannot necessarily be planned, employees should notify their supervisor at least 30 minutes in advance of their scheduled shift or as soon as practicable about the need for leave for an illness or emergency. Notice can be provided in person, verbally, by phone, electronically, or in writing.

Pay Upon Separation of Employment.

Employees are encouraged to use their PTO each year. The Company wants you to have time away from work. Employees will not be paid for accrued but unused PTO upon separation of employment. This is a use-it-or-lose-it policy.

HOLIDAYS

The Company recognizes the following holidays and generally will be closed for operations, but does not provide paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day (Fourth of July)
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day

Should a holiday fall on a weekend, the holiday generally will be observed on the workday closest to the holiday. Unpaid time off may be granted to employees who request time off for a religious holiday that is not included in the above Holidays, or the employee may use PTO. The Company reserves in its sole discretion the right to grant the request for any day off for a holiday other than the holidays identified above. Business operations will be taken into consideration in determining whether to grant additional holiday requests for time off.

The Company's priority is serving customers. Occasionally, due to work levels and scheduling, employees may be required to work on holidays.

BEREAVEMENT LEAVE

The Company provides three (3) unpaid days bereavement leave to employees who need to take time off because of an immediate family member has passed away. Employees who are salaried exempt and non-exempt and regular full-time employees are eligible to take unpaid time off for bereavement leave involving an immediate family member who has passed away. Bereavement leave generally will be granted unless there are unusual business needs or staffing requirements for our customers. Immediate family member means your spouse, parent, child/stepchild, brother or sister, your spouse's parent; your child's spouse; your grandparents, or your grandchildren. If the employee has earned time off, it may be used for bereavement leave.

JURY DUTY

The Company believes that jury duty constitutes a civic responsibility. While we cannot pay hourly or non-exempt employees for the time they spend on jury duty, the Company will keep your job open until this duty is fulfilled.

Since jury duty sometimes is inconvenient for the employee of the Company, we will use such means as are legitimate and necessary to obtain postponement of your service to a more convenient time.

The Company complies with all applicable federal or state laws regarding employee's service as jurors. Employees must show the jury duty summons to their supervisor or office

manager as soon as possible to allow the supervisor to accommodate their absence from the workplace.

VOTING LEAVE

The Company requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee maybe eligible for time off to vote.

If there are fewer than three consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee will be provided time off to vote. The Company may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

Employees must notify the Company of their need for leave prior to the day of the election.

Employees must be prepared to provide the Company with certification, such as a voter's receipt, to prove that he or she voted.

MILITARY LEAVE OF ABSENCE

The Company will grant military leaves of absence as required by law. Employees may take an unpaid leave of absence to perform military training and/or service, whether the service is voluntary or involuntary, as part of the active and reserve components of the Armed Forces, the Army and Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons so designated by the Company Officers in time of war or emergency. The duration of other military leave will be the term of the enlistment, plus any additional time that may be required by the government. The Company generally will provide a reasonable allowance of time for travel and adjustment before the employee returns to work.

CRIME VICTIM LEAVE OF ABSENCE

The Company will grant leaves of absence to employees as required by law for victims of crime if the leave does not create an undue hardship on the Company's business.

PERSONAL DISCRETIONARY LEAVE OF ABSENCE

The Company, in its sole discretion, reserves the right to grant an unpaid personal discretionary leave of absence. An employee who wishes to take an unpaid personal discretionary leave of absence must submit the request in writing to Human Resources. Granting a personal discretionary unpaid leave of absence is discretionary with the Company.

Failure to return to work upon expiration of leave of any absence shall be considered a resignation.

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

A. **INTRODUCTION**: The Company realizes that employees occasionally need to take time away from work to care for important family and medical needs. This policy is designed to meet those needs in a manner that is beneficial to employees, their families, and the Company. It also represents the intent of the Company to comply with the requirements and purposes of the Family and Medical Leave Act of 1993 (“FMLA”).

B. **REASON FOR LEAVE**: Eligible employees may be entitled to take a leave of absence for the following reasons:

- the birth of a child or an incapacity due to pregnancy or prenatal care, or the placement in your home of a child for adoption or for foster care (“NEW CHILD LEAVE”).
- the need to care for your spouse, son, daughter, or parent who has a serious health condition (“FAMILY MEDICAL LEAVE”).
- a serious health condition that prohibits you from performing essential functions of your employment position (“EMPLOYEE MEDICAL LEAVE”).
- because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent in the National Guard or Reserves is a covered servicemember on active duty or has been notified of a call to active duty in the United States Armed Forces in support of a contingency operation (“MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE”); or
- the need to care for your spouse, son, daughter, parent, or next of kin (nearest blood relative) who is a covered member of the United States Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty while on active duty (“MILITARY SERVICEMEMBER CAREGIVER LEAVE”).
- Requests for leaves of absence in situations other than those governed by the FMLA, such as military, educational, personal, and so forth, are not addressed in this Policy.

C. **ELIGIBILITY**: To be eligible for a leave of absence under this Policy, you must have:

- been employed by the Company for at least 12 months.
- worked at least 1,250 hours during the previous 12 months (hours spent performing military service on military leave count towards the 1,250).
- work at a facility employing at least 50 employees within a 75-mile radius; and
- qualified to receive a FMLA leave as provided in B above.

If you have a break in service to the Company of seven (7) years or more, you must be reemployed at the Company for at least 12 months before you are eligible for FMLA leave.

D. **AMOUNTS OF LEAVE**: If you are an eligible employee, you may take up to twelve (12) weeks of leave during a 12-month period for qualifying situations. A request for a leave of absence generally will not be approved if you have already used 12 weeks of leave under this policy during the twelve (12) months preceding the date you requested to begin your leave (rolling 12 months). Different rules may apply when both spouses work

for the same Company. Please consult Payroll or any Company Officer if this applies to your situation.

If you are an eligible employee who is caring for a covered service member wounded in the line of duty (MILITARY SERVICEMEMBER CAREGIVER LEAVE), you may be eligible for a total of up to twenty-six (26) weeks of leave during a 12-month period to provide care for the covered service member. If you use FMLA leave for any other purpose and also use MILITARY SERVICEMEMBER CAREGIVER LEAVE, the combined leave may total twenty-six (26) weeks. The 12-month period for purposes of MILITARY SERVICEMEMBER CAREGIVER LEAVE begins on the first day of your MILITARY SERVICEMEMBER CAREGIVER LEAVE and extends 12 months beyond that date. You are eligible for only one period of MILITARY SERVICEMEMBER CAREGIVER LEAVE for each covered family member for each injury.

E. COMPENSATION DURING LEAVE: Leaves of absence under this Policy are generally without pay. If you take a leave under this policy, you must use all of your available accrued vacation and unused paid sick and personal days as part of that leave. Regardless of whether you receive vacation, personal, or sick pay during the leave, the full amount of leave time will be counted toward the 12-week maximum (26-week if using MILITARY SERVICEMEMBER CAREGIVER LEAVE) FMLA leave available in a 12-month period.

F. HEALTH INSURANCE DURING LEAVE: During any leave under this Policy, you will continue to be covered by the Company's group health insurance plan so long as you satisfy the requirements of this Policy and the insurance plan.

1. **YOU PAY YOUR PORTION:** During a leave, you are responsible to pay your portion of the insurance premium as though you continued in active employment. All premiums should be submitted to the Payroll Department. You may pay for your share of the premium before you take the leave, and you are required to pay it no later than 30 days after it would be due if you were actively employed.

2. **NOT RETURNING TO EMPLOYMENT:** Coverage may stop if the Company learns and verifies that you do not intend to return to your employment or if you do not return to your employment. In these cases, the Company may request you to reimburse it for any premiums it has paid on your behalf during the leave unless the reason you did not return was because of a continued serious health condition or for other reasons beyond your control as identified in the FMLA.

3. **FAILURE TO COMPLY:** If you fail to comply with these requirements, including paying your portion of the insurance premium, your insurance coverage may lapse.

G. NOTIFYING THE COMPANY

1. **FORESEEABLE EVENTS:** The Company requests you to complete and submit the attached Application Form at least 30 days in advance of foreseeable leaves, such as leaves for planned medical treatment or for your child's birth.

2. **UNFORESEEABLE EVENTS:** For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or a sudden change in

your health, the Company requests you to notify it of your need for leave as soon as it is possible and practical to do so (preferably by submitting the Application, but at least orally). You must follow the Company's normal call-in procedures to report your absence when it is possible to do so, in addition to submitting the FMLA leave paperwork. You can generally notify the Company of an unforeseen leave within one or two business days of when you find out you will need the leave. For unforeseeable leaves, the Company requests that you submit the Application Form as soon as practicable even if you have provided oral notification.

3. **FAILURE TO COMPLY:** Failure to follow these practices may result in delay or denial of your leave. In the case of foreseeable leaves, the Company may delay your leave for up to 30 days from the date you notify the Company of your need to take a leave of absence.

H. CERTIFICATION OF SERIOUS HEALTH CONDITION: If you are requesting a FAMILY MEDICAL LEAVE, EMPLOYEE MEDICAL LEAVE, or MILITARY SERVICEMEMBER CAREGIVER LEAVE you must provide a Certification of Physician or Practitioner (a copy of which is attached to this Policy) to verify the serious health condition causing the need for a leave of absence. The certification forms are available in Payroll. The Certification must be completed by a qualified health care provider. If you have a question about who is qualified as a health care provider, please contact Payroll.

1. **DEFINITION OF SERIOUS HEALTH CONDITION:** FMLA leave will not be granted for a health condition unless it is for an illness, injury, impairment, physical or mental condition that involves one or more of the following:

- in-patient care,
- a period of incapacity requiring more than three calendar days of absence from work or similar daily activities, and continuing treatment by a health care provider, generally requiring at least two in-person visits to a health care practitioner or one in-person visit and a regimen of continuing treatment.
- a chronic or long-term condition that is so serious that if it were not treated it would result in more than three calendar days of absence and you receive continuing treatment by health care provider, or
- prenatal care.

2. **DEFINITION OF SERIOUS ILLNESS OR INJURY FOR MILITARY SERVICEMEMBER CAREGIVER LEAVE.** FMLA leave will not be granted for a service member's medical condition unless it is for a serious illness or injury. For an active member of the Armed Forces, Guard, or Reserve, a serious illness or injury means an injury or illness:

- Incurred or aggravated in the line of duty on active duty in the Armed Forces.
- Renders the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

- Requires medical treatment, recuperation, therapy, outpatient treatment or causes the service member to be placed on a temporary disability retired list.

In the case of a veteran discharged within the five years prior to the date of the leave, a serious illness or injury is an illness or injury that manifested itself before or after the service member became a veteran and is:

- A continuation of a serious illness or injury that was incurred or aggravated in the line of duty on active duty and rendered the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

3. **TIMING OF CERTIFICATION:** The Company requests that you submit the Certification with your Application Form for a leave of absence. In no event should the Certification be submitted later than 15 days following your request for a leave. Except for MILITARY SERVICEMEMBER CAREGIVER LEAVE, after you turn in the Certification from your health care provider, the Company may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent). The Company reserves the right to request periodical additional Certification during the term of a leave of absence.

For MILITARY SERVICE MEMBER CAREGIVER LEAVE, the if the Certification is completed by a health care professional with the Veteran Affairs Department or Department of Defense, or a provider approved by one of those agencies (such as a TRICARE authorized provider), the Company will not request a second or third opinion relating to the injury. If the Certification is provided by a non-military-affiliated health care providers, the Company may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent).

4. **INABILITY TO PERFORM JOB IS REQUIREMENT FOR EMPLOYEE MEDICAL LEAVE:** You may qualify for an EMPLOYEE MEDICAL LEAVE only if the Medical Certification states that you are not able to perform the essential functions of your employment position.

5. **MEDICAL NECESSITY FOR FAMILY MEDICAL LEAVE:** You may qualify for a FAMILY MEDICAL LEAVE only if the Certification states that you are needed to care for your family member.
6. **FAILURE TO COMPLY:** If you fail to follow these guidelines **or if you falsify any information related to the Medical Certification, your leave may be delayed or denied and discipline, up to and including discharge, may result.**

I. NOTICE AND CERTIFICATION REQUIRED FOR MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE. If you are requesting a MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE, you must provide a certification that a qualifying family member is on active duty or has been called to active duty in the United States Armed Forces and must provide a description of the qualifying exigency. Acceptable certification includes copies of orders to active duties and notices (including newspaper announcements or military base announcements) relating to the qualifying exigency or letters from third parties with whom you meet as part of the qualifying exigency.

You must provide as much advance notice of the need for MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE as is reasonable and practicable under the circumstances requiring the leave.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing arrangements for care of military member's parent who is incapable of self-care, addressing financial and legal arrangements, attending certain counseling sessions, addressing issues arising from short notice deployment (deployment with 7 or fewer days' notice), and attending post-deployment reintegration briefings. A qualifying exigency must arise from a servicemember's call to duty.

J. COMPANY'S RESPONSIBILITIES. The Company will inform you after you submit the proper documentation and certifications whether you are eligible for leave under this policy. If you are not eligible, the Company will provide the reason(s) for your ineligibility. The Company will inform you when it is designating your leave as FMLA, and the amount of leave being counted against your FMLA entitlement.

K. RETURN TO WORK AFTER EMPLOYEE MEDICAL LEAVE: When you return from an EMPLOYEE MEDICAL LEAVE, you must provide certification that you are able to resume working. Prior to returning to work, you should contact Payroll to submit your medical clearance to return to work and to determine when you should report for duty. Failure to follow these procedures may result in delay when you are ready to come back to work or discipline, up to and including termination.

L. RESTRICTIONS ON NEW CHILD LEAVE: NEW CHILD LEAVE must be taken within twelve months of the child's birth or placement. NEW CHILD LEAVE must be taken at one time unless you have made special arrangements with the Company to take the leave in a different manner, which must be verified in writing and signed by a Company officer. If both husband-and-wife work for the Company, they will be entitled to a total of twelve (12) weeks combined rather than twelve (12) weeks each.

M. INTERMITTENT OR REDUCED SCHEDULE LEAVE: If and only if it is *medically necessary*, FAMILY MEDICAL LEAVE, EMPLOYEE MEDICAL LEAVE,

OR MILITARY SERVICEMEMBER CAREGIVER LEAVE may be taken on an intermittent or reduced schedule basis. MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE may also be taken on an intermittent basis. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the maximum leave per 12 months. Any missed mandatory overtime will be counted on an hour-by-hour basis toward the maximum leave per 12 months

1. **ADDITIONAL REQUIREMENTS:** As noted on the attached Application Form, you must explain the medical reason for an intermittent or reduced schedule leave, and you must support your reason with the appropriate medical Certification. Furthermore, you must inform the Company about your anticipated treatment schedule and the reasons for your proposed schedule. You must make reasonable attempts to schedule leave for planned treatments so as to not unduly disrupt the Company's operations.
 2. **ALTERNATIVE POSITION OR SCHEDULE:** The Company may require you to work in a different position or on a different schedule during the period of an intermittent or reduced schedule leave that will better accommodate the necessities of your schedule. The alternative position will have the same pay and benefits as the position you held prior to the commencement of the leave.
- N. **REQUIREMENT TO MINIMIZE DISRUPTION FOR PLANNED MEDICAL TREATMENTS:** For all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, you are obligated to plan for treatments so that they will cause the least disruption to the Company's operations. Your earliest possible notice to the Company and your flexibility in scheduling will assist to make certain that minimal disruption occurs.
- O. **RESTORATION OF SAME OR EQUIVALENT POSITION:** When you return from an FMLA leave under this Policy, you will be returned to the same or an equivalent position unless you have been notified prior to your leave request that you are a "key employee." You will not lose any seniority or benefits because of your leave, although you will not accrue any additional vacation, sick days, or other benefits during the period of the leave.
- P. If your FMLA leave exceeds 12 weeks within a 12-month period (26 weeks for MILITARY SERVICEMEMBER CAREGIVER LEAVE), you will not be guaranteed a job upon return from the leave, unless otherwise required by law. Use of an FMLA leave shall not insulate you from: (1) disciplinary actions based on conduct that occurred prior to going on leave; or (2) transfer among positions if such transfer was planned prior to your requesting FMLA leave and is not based on the fact that a leave was planned. If you fail to return to work at the end of an FMLA leave, you will be considered to have voluntarily terminated your employment.
- Q. **COMPANY'S FMLA COMPLIANCE.** The Company intends for this policy to comply with the FMLA. The FMLA makes it unlawful to interfere with, restrain or deny the exercise of any right provided by the FMLA or to discharge or discriminate against any person for opposing a practice made unlawful by the FMLA or participating in an FMLA-related proceeding. The FMLA operates in conjunction with other state and federal laws and does not supersede such laws. If you believe the Company is not following the FMLA or this policy, you should immediately report this to the Human

Resources Department. You have the right to file a complaint with the Department of Labor or file a private lawsuit if you believe the Company has violated the FMLA. The Company intends to fully comply with the FMLA, so please talk to us if you have any issues.

R. FORMS RELATED TO POLICY: The following forms are to be used with this policy:

1. **Family and Medical Leave of Absence Application Form**
2. **FMLA Certification of Health Care Provider for Employee's Serious Health Condition**
3. **FMLA Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave**
4. **FMLA Certification of Qualifying Exigency for Military Family Leave**
5. **FMLA Certification for Serious Injury or Illness of a Current Servicemember for Military Family Leave**
6. **FMLA Certification of Health Care Provider for Family Member's Serious Health Condition**
7. **Continuation of Health Care Benefits Form**
8. **Return to Work Status Form**