

KTBLACK SERVICES



EMPLOYEE HANDBOOK

KTBLACK SERVICES

WELCOME HOME

This Handbook will help you learn more about your working relationship with our Company. The success of this relationship enables all of us to meet the many challenges that are a part of our business. We hope that the concern we have for every employee is reflected in the way each of you deals with your fellow employees and the people we serve. The satisfaction of the people we serve is the foundation of our entire business.

Throughout this Handbook, the word “Company” refers to KT Black Services, LLC, its subsidiaries, affiliates, and like owned companies. This Handbook applies to all employees.

The Company wants each employee to enjoy a challenging and rewarding career. This Handbook outlines the main features of our employment policies and benefits. However, the terms of this Handbook are not intended to be construed as contractual, except as explicitly provided for elsewhere in the Handbook Application section of Part I, Employee Relations Philosophy.

Your individual contribution is important for our success as a Company. We hope you find fulfillment in the challenges of your work here, and that you will grow and prosper with us.

KT Black Services, LLC

By: Kristi Black, President

For the following issues, please call:

You need a new assignment: Contact your RECRUITER by calling (806) 731-8205

Injured on the job: Contact Injury Hotline at (800) 775-5866

Calling off of work: Contact your RECRUITER DIRECTLY or (806) 731-8205

Timecard and payroll questions: Contact PAYROLL at (806) 731-8205

Benefit Questions: Contact HR at (806) 731-8205

Child Support or withholding questions: Contact HR at (806) 731-8205



PART I EMPLOYEE RELATIONS PHILOSOPHY

BUSINESS ETHICS AND CONDUCT

The successful operation and reputation of the Company is built upon the principles of fair dealing and the ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a regard for the highest standards of conduct and personal integrity.

The continued success of our Company is solely dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public. We expect all of our employees to conduct business in accordance with all relevant laws and to refrain from any illegal activity, dishonest behavior, and unethical conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed with your immediate supervisor for advice and consultation.

Compliance with the policy of business ethics and conduct is the responsibility of every Company employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

COMMUNICATIONS

It is the policy of the Company to encourage open, honest, and constructive communications among all our people. Good communication involves promptly raising matters of concern with someone willing to listen and respond. Good communication keeps people informed, and will help solve problems, giving each person a chance to present ideas for improvement and to seek assistance when needed.

Your supervisor is normally the first person with whom you will want to consult, whether the matter is a problem or complaint, or an idea or suggestion. You are also encouraged to discuss any matter of concern with any manager.

ORIENTATION PERIOD

The first ninety (90) calendar days of employment are a period of adjustment for both you and the Company. It is also a time for you to evaluate the job and the work environment, and provides the Company a time to evaluate your skills and performance. The completion of this time may entitle you to certain benefits referred to in Part IV of this Handbook, but does not alter any rights regarding termination. The completion of this period should not be considered a contract of continuous employment or work hours.

DATE OF HIRE

The Company retains the right to contact the references and verify the employment history information provided by applicants in their application interviews. These reference and employment history checks must yield satisfactory results before an applicant can work for the Company. Accordingly, an applicant's "hire date" is the first day of work with a Company Client.

HANDBOOK APPLICATION

What Is Contractual and What Is Not?

The language in this Handbook is not intended to establish, nor is it to be construed to constitute a contract between the Company and any of its employees for either employment or the providing of any benefit. The only exceptions to this are the following:

Authority

No manager or representative of the Company, other than the President, has any authority to enter any agreement for employment for any specific period, or otherwise alter the at-will nature of the employment agreement contrary to the terms of this Handbook. Any such agreement must be made by the President and must be made in writing to be effective.

Limitation on Claims

I agree that any lawsuit or claim against the Company arising out of my employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the time limits provided by applicable law. For (a) lawsuits requiring a Notice of Right to Sue from the EEOC, within 90 days after the EEOC issues that Notice; or (b) all other lawsuits, within 180 days of the event(s) giving rise to the claim. I waive any statute of limitations that exceeds this time limit.

Non-Competition (Management and Sales Personnel Only)

During the term of your employment and for a period of two years after the termination of your employment, you will not compete in any way with the business of the Company. This promise not to compete includes, but is not limited to a promise that you will not work with, for, or have any interest in any competitor of the Company in any geographic area in which the employee has performed or been involved with business for the Company, that you will not solicit for employment any person who is or within the preceding six (6) months was, an employee or consultant of the Company, and that you will not attempt to persuade any customer, supplier, or potential customer or supplier of the Company that they should not do business with the Company, should reduce their purchases of the Company's products or services, or should do business with a competitor of the Company.

Confidentiality of Company Information

"Confidential/Proprietary Information or Trade Secrets" includes any and all information related to the Company or its customers not generally known in the business community. Confidential or Proprietary Information is and will remain the sole property of the Company. You will treat all Confidential or Proprietary Information as strictly confidential. You will not disclose Confidential or Proprietary Information to any other person or entity, or use such information for your benefit or that of any party other than the Company. Upon termination of your employment, you shall immediately return to the Company all documents or materials which are the property of the Company or which contain any Confidential or Proprietary Information.

Patents, Inventions, and Other Creative Rights

You agree, for yourself, your heirs and representatives, to assign, transfer and set over, and you hereby assign, transfer and set over to the Company, its successors and assigns, all your rights, title and interest in and to any and all creations which are or may become legally protectible or recognized as forms of property including all designs, ideas, inventions, improvements, writings and other works of authorship, theses, books, computer programs, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, prints and any other subject matter which is or may become legally protectible or recognized as a form of property which you, either solely or jointly with others, have conceived, made or suggested, or may hereafter conceive, make or suggest, during your employment and the six-month period following the termination of your employment, and which in any way relate directly or indirectly to the business, procedural, technical or commercial needs, problems, developments or projects or to its production, research or experimental developments and projects of every name and nature under consideration and/or being carried on by or for the Company.

Remedies

You acknowledge that the Company has a legitimate competitive business interest in prohibiting the activities listed in the Non-Interference and Confidentiality of Company Information sections of this Handbook, that the restrictions in these sections are reasonable, that any breach of the terms of these sections by you will cause irreparable harm to the Company and that money damages would not be sufficient to provide an adequate remedy for such a breach. Therefore, in the event of a breach or threatened breach, the Company shall be entitled to temporary, preliminary and permanent injunctive relief without any requirement of bond, in addition to any other legal or equitable remedies to which the Company may be entitled. If you engage in any breach prior to the entry of a court order prohibiting such conduct, then the two-year non-compete period above shall be extended by the same period that you engaged in the breach prior to the entry of the court order.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, or sexual orientation. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

If you feel you have been subjected to discrimination, or have witnessed any discrimination, contact your supervisor or any member of management. Any complaint of alleged discrimination will be investigated. Should there be any violation of this policy, appropriate actions will be taken to correct the matter.

The Company supports employment of qualified individuals with handicaps. If any employee believes that accommodation of a handicap is necessary to perform the duties of a position, the law requires the employee to notify the Company of this in writing within 182 days after the employee knew or reasonably should have known of the need for accommodation.

EMPLOYEE DIGNITY

The Company expects all employees to conduct themselves with dignity and with respect for fellow employees and others. Harassing anyone, including sexual or racial harassment, will not be tolerated. Unlawful harassment is any unwelcome conduct, whether verbal, physical, or visual, that is based on sex, race, color, ancestry, national origin, age, disability, sexual orientation or other protected characteristics.

The Company does not condone or allow harassment of others, whether engaged in by fellow employees, supervisors, or managers, or by vendors or others doing business with the Company. Any employee who violates this policy may be subject to discipline up to and including discharge.

Harassment includes:

Sexual Harassment includes making submission to unwelcome sexual advances, submission to requests for sexual favors, or submission to other verbal or physical conduct of a sexual nature, a condition of any person's continued employment or association with the Company, or making submission to, or rejection of, such conduct the basis for employment decisions affecting any person.

Racial Harassment includes hostile or offensive actions by a person of one racial or ethnic origin against a person of another, or incitement to commit such an act, including but not limited to derogatory comments, racist jokes, physical acts including assault, ridicule or racist graffiti.

Personal Harassment includes hostile or offensive actions based on personal circumstances, sexual orientation, disability, age, religion, or cultural differences.

Any person who believes he or she has been subjected to harassment should report it immediately to their supervisor or other member of management. Employees who have witnessed conduct that you believe to be harassment, should also report this to their supervisor or any other member of management. Each report will be given serious consideration. Appropriate action will be taken.

UNION FREE

The Company is currently a union-free organization, and it is our sincere desire that it will always remain so. We prefer to deal with people directly. We believe that each of you has the right, and the ability, to speak for yourself. You are better able to speak of your concerns than any outsider. We encourage you to bring your problems to your supervisor and to others in management. In return, we promise to listen and respond in the best way we can.

Of course, from time to time we may have problems. All organizations do. Although we aren't perfect, we will endeavor to work these out among ourselves without the intervention of an outside third party. By all of us working together, we will be able to make the Company a healthy, growing organization.

PART II YOUR RESPONSIBILITIES

SAFETY

The safety of our people is of primary importance to the Company. Many accidents are preventable through safe work practices. Our goal is to eliminate the causes of workplace injuries.

We need the cooperation of everyone to have a safe workplace. This is not the responsibility of employees only, or managers only. Everyone is responsible for safety.

Employees should perform their jobs in a safe and conscientious manner. Safety guidelines based on common sense and State and Federal guidelines have been established. Creating safety risks or potential accident situations will not be tolerated. Safe conduct is expected at all times.

Work-Related Injuries and Illnesses/Wage Continuation Policy

If you receive an injury or illness at work, no matter how minor, you must report this immediately to your supervisor. A supervisor's report of accident must be completed to be considered for workers' compensation benefits. An injury or illness arising out of your employment may be compensated under the Workers' Disability Compensation Act. The Company may require examination by a doctor selected by the Company for any workplace illness and injury, at the expense of the Company.

If you are sent for medical attention for a work-related injury and are unable to return to work that day, you will be paid at your regular rate until the end of your scheduled shift on that workday. Later visits and time off may be compensable under the Workers' Disability Compensation Act.

As a benefit to our employees and to positively impact our worker's compensation experience modifier, Skilled Trades has instituted a wage continuation policy. You will receive prompt payment of weekly wages in lieu of temporary total compensation issued through the Colorado Division of Workers' Compensation and the continuation of medical/dental insurance (if applicable) and any additional weekly deduction. This policy is for any lost time case where there is more than 8 days of lost time incurred and will continue for a maximum of 12 weeks at which time your situation and progress will be re-evaluated. The lost time claim must be work-related and all accidents will be thoroughly investigated for authenticity. A weekly wage will be determined based on an average of the employee's wages and hours worked.

Requirements of your participation in this agreement include, but are not limited to:

1. Weekly calls to your local Skilled Trades office with updates on your recovery.
2. Meet all obligations to ensure a full recovery (doctor appointments, physical therapy, rehabilitation, etc.)
3. Participation in light/restricted duty programs available.

FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS POLICY MAY CAUSE FORFEITURE OF BENEFITS.

Licenses

For the protection of all employees, anyone operating a hi-lo or any Company-owned motor vehicle must have the proper license and be authorized to drive.

QUALITY AND PRODUCTIVITY

Each employee is responsible for the inspection and quality of their work. We depend on each employee to meet our high-quality standards. Our industry is highly competitive. Quality workmanship from the time the job is begun until it is completed is absolutely necessary. Any broken link in the chain because of carelessness, indifference or waste means a loss of effort for each employee who has come in contact with that job.

By making service and quality a top priority, we obtain higher customer satisfaction and greater job security for all. Extra costs result from errors, but most importantly, the customer is dissatisfied when our quality goals are not met. Any defect or irregularity must be immediately reported to your supervisor.

CUSTOMER RELATIONS

All employees are responsible for promoting the very best relationships with our customers. To achieve this end, every employee must keep the needs of our customers in mind, and always project a professional and businesslike image. If situations arise beyond your ability to handle, consult with your supervisor. Customer satisfaction is the key to a successful business.

DRESS GUIDELINES

The Company believes that neatness and good taste in dress, care toward personal hygiene, interest in one's work, and cooperative attitude toward other employees are recognized and appreciated business assets. Therefore, we will consider these as a part of good job performance.

The Company's clients may from time to time request and or require a certain type of dress for a specific project. All Company employees will be required to comply with the dress standards of its clients.

ATTENDANCE

One of the most costly and disruptive problems that any company can face is absenteeism and tardiness. The Company has the right to expect regular attendance of all its employees.

If you must be absent, it is your responsibility to call in to report this to your foreman at least one-half hour before your work day begins on the day of your absence. The Company may request a written statement from your physician confirming your inability to work due to illness or injury. Further, the Company may require documentation from a responsible party for any other absence.

If you are tardy, you should call in to report your tardiness by the start of your scheduled workday. Time missed cannot be made up during breaks.

Failure to report for work or call in for two (2) days will be treated as a voluntary quit.

SMOKING

Smoking is allowed only in authorized areas, as adopted by the Company and Client Company for their facilities and/or job sites. Violation of this policy may result in discipline up to and including discharge.

ACCESS TO COMPANY OR CLIENT PREMISES/JOB SITES

For purposes of safety and security, and due to limited facilities, employees are not to enter the Company's facilities or Clients' premises/job sites or remain on said premises except when on duty or reporting for work, unless approved by the Company. No recording devices of any kind are permitted on the Company's premises or Client's premises/job sites under any circumstances.

SOLICITATIONS

To avoid disruption of operations and annoyance of employees, the following must be observed without exception:

- 1.Solicitation by an employee of a fellow employee during the working time of either employee, on behalf of any individual, organization, club or cause, is not allowed.
- 2.Distribution of any literature, pamphlets or material to an employee during the working time of either employee, or at any time in any working area, is not allowed. "Working time" does not include your scheduled rest or lunch periods.

ELECTRONIC COMMUNICATIONS POLICY

Electronic mail ("e-mail") is defined as an office communications tool whereby electronic messages are prepared, sent, and retrieved on personal computers. On-line services (i.e., the Internet) are defined as a communications tool whereby business information, reference material, and messages are sent and retrieved electronically on personal computers.

Because of the unique nature of e-mail/Internet and because of the Company's desire to protect its interest regarding its electronic records, the following rules have been established to address e-mail/Internet usage by all employees.

The Company's e-mail and Internet system is intended to be used for business purposes only; use for informal or personal purposes is permissible only within reasonable limits. All e-mail/Internet records are considered company records and should be transmitted only to individuals who have a business need to receive them. Additionally, as company records, e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees should always ensure that the business information contained in e-mail/Internet messages is accurate, appropriate, and lawful. E-mail/Internet messages by employees may not necessarily reflect the views of the Company, its officers, directors or management. Abuse of the e-mail or Internet systems, through excessive personal use, or use in violation of law or the Company's policies will result in disciplinary action, up to and including termination of employment.

The Company reserves the right to review employees' e-mail/Internet records, employees have no right or expectation of privacy in e-mail or the Internet. The Company owns the computer and software making up the e-mail and Internet systems and permits employees to use them in the performance of their duties for the company. E-mail messages and Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized Company representatives.

Employees are also reminded that log-on and other passwords may not be shared with any third party, nor may they be shared with another employee, unless such password(s) is requested by an authorized management official of the Company.

The Company reserves the right to disclose employee e-mail messages or Internet records to law enforcement or government officials or to other third parties, without notification to or permission from the employees sending or receiving the messages. As a condition of initial and continued employment, all employees consent to the Company's review and disclosure of e-mail messages and Internet records.

EQUIPMENT

At the time of hire, employees may be issued personal protective equipment by the Company. If the employee voluntarily terminates his or her employment with less than one week's notice, or within the first week of employment, the Company reserves the right to withhold the cost of the equipment issued from the employee as reimbursement. By signing this handbook, you authorize such deduction from your final paycheck or withholding from any other monies owed to you by the Company.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property of the Company or its Clients, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. Employees are required to promptly report damages, defects, and the need for repairs that could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

WORKPLACE VIOLENCE PROTECTION

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company and its Clients.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Company encourages employees to bring their disputes or differences with other employers to the attention of their supervisors or the General Manger before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

EMPLOYEE CONDUCT

In any successful organization, there is a need for certain rules to be followed by all employees. All employees are expected to conduct themselves in a manner consistent with respect for fellow employees, the Company, and our customers, and in a manner consistent with efficient and safe operations. Any employee's actions which are inconsistent with this standard cannot be tolerated if our Company is to be successful, and therefore will not be tolerated.

The lists below are not all-inclusive. Also, the list of rules does not alter an employee's status as an "at-will" employee. The Company retains the right to discipline or terminate any employee with or without cause and with or without notice.

Certain types of conduct will typically lead to termination of employment. Some examples are as follows:

1. Violation of the Prohibited Substances Policy (see Appendix A).
2. Violation of Employee Dignity Policy.
3. Violation of Workplace Violence Policy.
4. Violation of Company Smoking Policy.
5. Violation of safety rules or safety practices.
6. Violation of Company rules regarding access to Company premises.
7. Violation of Company rules regarding solicitation and distribution.
8. Failure or refusal to follow instructions, disrespect toward Supervisor, or other insubordination.
9. Misuse or destruction of Company or Client Company equipment, building, facilities or property.
10. Fighting, scuffling, provoking or instigating the same, or threatening, intimidating or coercing any other person(s).
11. Possession or use of weapons on Company time or property.
12. Dishonesty, falsification or theft of any kind.
13. Leaving the workplace while on duty or "on the clock" without prior permission from supervisor.
14. Engaging in immoral, indecent or illegal acts.
15. Restricting production, or influencing another to do so.
16. Operating Client Company motor vehicles without authorization.

Other types of conduct may also lead to termination. Depending on the circumstances, the Company may decide to impose discipline less than discharge, in its discretion. Some examples are as follows:

1. Chronic absenteeism, lateness or leaving early, including failure to call in properly. (Two days of no call-in is treated as voluntary quit.)
2. Poor housekeeping.
3. Use of obscene or abusive language.
4. Performance of non-Company work on Client Company property and/or with Client Company equipment, without prior permission from supervisor; use of, or possession of, another employee's tools or Client Company tools without proper permission.
5. Leaving assigned work area without supervisor's permission; failure to be at your job and ready to work at the start of the shift and after lunch and rest breaks.
6. Horseplay or any action which may endanger others.
7. Gambling on Company time or property.
8. Removal or defacing of any material on Company bulletin boards; posting of unauthorized materials.
9. Failure to observe parking or traffic regulations.
10. Unauthorized use of telephones.
11. Sleeping on the job.
12. Failure to report production counts, records, or reports accurately.
13. Sloppy or non-quality work; failure to work efficiently.
14. Failure to report to your supervisor all accidents or injuries at work.
15. Failure to show up for work on time. Signing in more than fifteen (15) minutes before or after a shift without supervisory permission.
16. Failure to accept overtime assignments.

TRANSPORTATION

You are expected to provide your own transportation for a reasonable distance to and from your assigned job site. "Reasonable distance" is defined as any location within a 50-mile radius from your local office. Most of our projects will take place within this radius, although you may be asked from time to time to work on projects outside the radius. In the event that you reject an opportunity to work on an assignment outside of the 50-mile radius, it will not be held against you for consideration of future assignments.

PART III POLICIES AND SERVICES

SERVICE ACCRUAL

Length of service is defined as the length of continuous service as an employee of the Company. When the orientation period is completed, each employee is credited with length of service from the most recent date of hire. You must be a regular full-time employee to accumulate length of service.

WORKING HOURS AND SCHEDULES

Work Schedules - Work schedules for employees vary throughout our organization. An employee's schedule will depend on the Client's needs and the employee's particular job assignment. (All employees are entitled to a one-half hour unpaid lunch period and break periods are at the discretion of the Client). The client may or may not have a formal break time and reserves the right to change this at any time.

Timekeeping/Payroll - Accurately recording time worked is the responsibility of every nonexempt employee. Federal and State laws require the Company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time spent on the job performing assigned duties. Travel time to and from the work site is not considered "time worked" unless specifically designated as such prior to the start of the assignment.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and the ending time of any split shift or departure from work for personal reasons. Overtime work must be approved before it is performed. Failure to obtain approval before working overtime may lead to disciplinary action, up to and including, termination.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

All time records must be signed by the Client site supervisor of the company the employee is assigned to. If there is no signature to verify the employee's time, we will be unable to process the time record. If a timecard is submitted without a supervisor signature, the Company will seek to verify the time directly with the Client. Additionally, in such cases, the Company will be forced to accept the record of time as submitted by the Client if it differs from the record submitted by the employee. **All time must be turned in to the Payroll Department no later than 5:00 PM on Monday following the pay period end.** If time records are not received by this time, it will delay the processing of your paycheck.

Some assignments will require different record keeping requirements and we will discuss those before dispatch.

USE OF TELEPHONES

Telephone calls are not to be made from any of the Client's offices or Client's work sites. Violation of this policy jeopardizes the Company's relationship with its Clients and therefore may result in disciplinary action, up to and including termination of employment.

EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from work scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

VISITORS

To provide for the safety and security of employees and the facilities of the Company and its Clients, 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 distracts and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

All visitors should enter the Company at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Company premises or a Client's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

PERSONNEL RECORDS

Personnel File - The Company maintains a personnel file for each employee. If you would like to review your personnel file, please contact the owners to schedule an appointment. If you disagree with any information in your personnel file, please discuss this with the owners.

Personal Information - It is each employee's responsibility to keep the Company informed of his/her current mailing address, home telephone number, and person to contact in case of an emergency.

Also, if you have a change in your dependents and/or beneficiaries, please go to the office manager to fill out the appropriate forms. This information is required to be kept up-to-date for purposes of benefits and withholding for taxes.

PROMOTIONS AND TRANSFERS

The Company prefers to promote from within when appropriate. If you are interested in advancement, please discuss this with your supervisor.

STAFF REDUCTION

Business circumstances may result in a temporary or permanent reduction in the size of the work force. Making such decisions is not easy. However, the Company will attempt to identify employees who are the most qualified to perform the work available based on qualifications, productivity, attendance, attitude, general performance record and other factors the Company considers relevant in each case. When the Company considers these factors to be relatively equal, decisions will be guided by relative length of service. If you should find yourself between assignments, it is the responsibility of the employee to maintain contact with your local Skilled Trades office to request a new assignment. It is your responsibility to initiate contact every day to be considered active for future employment opportunities. Failure to maintain contact with Skilled Trades may be considered a voluntary quit of your employment.

TERMINATION OF EMPLOYMENT

If an employee decides to leave the Company, it would place less hardship on your fellow employees as well as management if you would give at least two (2) weeks' advanced notice to your supervisor.

Employees are not under any express or implied contract of employment for either a definite or indefinite length of time. The Company and the employee each have the right to terminate employment at any time, with or without cause, and with or without notice. This right may be exercised by either party in its discretion.

EXIT INTERVIEW

Upon termination of employment, the Company will attempt to schedule an "exit interview" meeting with the employee. This interview is an opportunity to discuss the employee's personal work situation, and to ask any questions concerning departure. Suggestions to make the Company a better place to work would be appreciated.

Also upon termination of employment, the employee is responsible for returning any Company property in his/her possession to the Company. The employee is also responsible for satisfying any expenses they may have incurred before leaving. By acknowledging receipt of this handbook, an employee agrees that such expenses may be deducted by the Company from any paycheck or benefit payment.

**PART IV
COMPENSATION AND BENEFITS**

EMPLOYMENT STATUS

For purposes of compensation and benefits, each employee is placed in one of the following classifications. Your placement will be determined from time to time by the Company. If you wish to be considered for a change in your classification, you should contact your supervisor.

Regular Full-Time Salaried: An employee who is paid a weekly salary and is normally scheduled to work a workweek of forty (40) hours or more for an indefinite period of time.

Regular Full-Time Hourly: An employee who is paid an hourly rate and is normally scheduled to work a workweek of forty (40) hours or more for an indefinite period of time.

Regular Part-Time: An employee who is paid an hourly rate and is normally scheduled to work less than forty (40) hours per week for an indefinite period of time.

PAY POLICIES

Pay Periods and Paychecks - For pay purposes, the workweek is a seven (7) day period which begins on Monday. The normal payroll period is weekly for all employees.

If there is an error on your paystub, you are to report this to the office manager immediately and the error will be corrected by an adjustment in the next payroll period.

Employees are issued a payroll card and weekly net paycheck amounts are added to the payroll card for each employee to access at ATMs and merchants as a PIN-based debit card or signature-based credit card. Employees also have the option of receiving their new paycheck amount as a direct deposit to their bank account(s).

Overtime Pay -Overtime is work performed in excess of forty (40) hours per workweek. A non-exempt (hourly) employee who works overtime is compensated at the rate of one and one-half times the regular hourly rate. An exempt employee (salaried administrative, executive, professional, etc.) is expected to work all hours necessary to perform his/her job and is not paid overtime.

Performance and Compensation - The Company believes that each employee needs and appreciates feedback on overall performance. The Company also believes each employee should be given the opportunity to share thoughts about their job and performance, and about the Company in general. This interchange should occur on a continuing basis. In most situations, the appraisal process is informal, by regular communications between the employee and supervisor.

In deciding on wage and salary adjustments, the Company considers factors like changes in pay levels for similar work in the industry and/or community, individual performance, changes in duties and responsibilities, success of the Company, etc.

Payroll Taxes - Deductions from each employee's pay are made for taxes, as required by law. Your paycheck will show the amounts withheld for local, State and Federal income taxes, and the amount withheld for Federal Social Security tax ("FICA"). In addition to your FICA withholding, the Company contributes an equal amount of FICA tax on your behalf, to fund your Social Security benefits. Other deductions from your paycheck will be made as required by law.

BENEFITS

The Company recognizes the importance of providing fringe benefits for its regular full-time employees and the value of the benefits described in this Handbook. In any situation where insurance or other benefits are provided, the terms of the insurance policy or benefit plan control regardless of any statement contained in this Handbook. The Company reserves the right at any time to alter, modify, amend or terminate these policies and benefits in any manner which it believes to be in its best interests. Such changes would have prospective application only.

Employees may be required to pay some or all of the cost of coverage under the Company's group insurance plans. Eligible employees of the Company are provided with a wide range of benefits. Many of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Eligible employees must work at least 25 hours per week, must be actively at work, must have satisfied any applicable eligibility waiting period, and be designated as eligible by the Company.

The following programs are available to eligible employees (where offered):

1. Health coverage (including hospital, medical and surgical benefits) for eligible employees and dependents.
2. Dental coverage for eligible employees and dependents.
3. Vision coverage for eligible employees and dependents.
4. Life insurance for eligible employees and dependents.
5. Short-term disability insurance for eligible employees and dependents.

These group coverages are provided per the master plan and/or group insurance contract. Each participant will receive booklets which give summary descriptions of the benefits, eligibility rules and required employee contributions.

To remain eligible for coverage, the employee must remain a regular full-time employee who is actively working for the Company.

Per government rules and regulations (such as COBRA), an employee or dependent whose coverage ends may be eligible to continue this coverage by paying the entire cost. Questions regarding continuation may be directed to the office manager.

PAID HOLIDAYS

The Company does not offer paid holidays.

PAID VACATIONS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification are eligible for paid vacation time as described in this policy:

Field Employees - Eligible employees are entitled to 5 days paid vacation each year, per the following schedule:

HOURS WORKED	NUMBER OF HOURS EARNED	WHEN EARNED
1800	40 HOURS	WITHIN 1 YEAR OF HIRE DATE/ANNIVERSARY DATE

There is no paid vacation for working part of the 1800 hours. Only actual hours worked will be considered for calculation of paid vacation time.

Vacation accrual begins upon the employee's original hire date. All hours worked within **one year from hire date** (anniversary date) will be used for vacation calculation. If an employee is not actively working for less than 90 days, the hours worked are retained and will continue to accumulate toward the paid vacation when he/she returns. If an employee is not actively working for more than 90 days, the earned time toward any vacation starts over at your new rehire date.

Employees will continue to earn paid vacation time per the schedule. Vacation accrual will begin again at each subsequent anniversary date.

To take vacation, employees must request advance approval. Requests will be reviewed based on many factors, including business needs and staffing requirements. Vacation time is paid at the employee's base rate of pay on the anniversary date in which vacation time is calculated. It does not include overtime or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. If available vacation time off is not used within six (6) months following anniversary date, time earned will be forfeited. Upon separation from employment, forfeiture of unused vacation time will result.

MILITARY LEAVE

A leave of absence for purposes of entering the armed forces will be handled per applicable State and Federal laws. If you intend to enter the military, please contact the Human Resources Department.

FAMILY AND MEDICAL LEAVE

As required by the Family and Medical Leave Act (FMLA), the Company will provide covered employees up to twelve (12) weeks per year of unpaid job protected leave for certain family and medical reasons. Employees who have been employed for at least one (1) year, and have worked at least 1,250 hours over the previous twelve (12) months of employment are eligible. The Company's Family and Medical Leave Act Policy is attached as Appendix B.

OTHER MANDATED BENEFITS

The Company also complies with and contributes to other government-required programs for your benefit. These programs are not financed from general taxation, but from contributions paid by the Company on your behalf.

You are protected by workers' disability compensation insurance, which provides benefits if you suffer a work-related injury or illness. The Company also pays State and Federal unemployment taxes to provide our employees with unemployment insurance.

PART V

REVISIONS

This Employee Handbook may be revised prospectively at the discretion of the Company. However, no one is authorized to make changes in the terms of this Handbook except through written revision of this Handbook by the Company's President. No officer, employee, agent, or other representative of the Company has any authority to create, modify, or enter any agreement for employment or relating to terms and conditions of employment, including termination, except the Company President through a written and signed amendment to this Handbook. Any representation by any other person or in any other manner is without authority and is not valid. If you think you have been told something which is inconsistent with this Handbook, you must clear this with the Company President who will resolve the apparent discrepancy in writing.

APPENDIX A

PROHIBITED SUBSTANCES POLICY

This policy is adopted to provide a safe and healthy work environment for our employees.

The use and effects of illegal drugs and alcohol pose very serious problems. Employees who use illegal drugs or abuse other controlled substances or abuse alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in the company's business. In view of these problems, the Company wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use, or termination of employment. Our policy is as follows:

I. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Company's Prohibited Substances Policy; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the company will impose for violations of its Alcohol and Drug Abuse Policy.

II. ASSISTANCE TO EMPLOYEE IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation, for economic return to the company, and for reduced personal, family, and social disruption. The Company encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. The Company will assist employees in overcoming alcohol or drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Company has an Employee Assistance Program ("EAP"). As part of this program, the Company will refer employees to assessment, counseling, and treatment resources in our community. The Company also provides an insurance plan to help pay for treatment. Finally, the Company offers a variety of leave options for employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the Company.

Voluntary requests for assistance from the EAP will not prevent disciplinary action for violation of this Prohibited Substances Policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the Company and who continue to work must meet all established standards of conduct and job performance.

III. PROHIBITIONS

The Company's policy prohibits:

A. Possession, use, manufacture, distribution, dispensation, transportation or sale of or having any detectable level of a prohibited substances or its metabolite in an employee's system. This shall not apply to off premises lawful use of alcohol or prescription drugs. It also does not apply to authorized use of prescribed medicine on premises as set forth in VI below;

- B. Storing any prohibited substance on company premises or refusing to submit to a search of person or property. This shall not apply to prescribed medicine brought to work for legitimate use as permitted by Article VI;
- C. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled as a condition of employment;
- D. Conviction under any criminal drug statute or failure to notify the company of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction;
- E. Failure to report to the Medical Department the use of a drug which may alter the employee's ability to perform safely and/or failure to keep prescribed medicine in its original container;
- F. Refusing to consent to testing or to submit a urine, blood, hair or other sample for testing when requested, to include switching or adulterating any sample submitted for testing;
- G. Refusing to sign a statement agreeing to abide by the Company's Prohibited Substances Policy.

IV. APPLICATION

The Policy applies to all employees.

V. DEFINITIONS

For purposes of this Policy:

"Company premises" includes but is not limited to all property, owned, leased or used by the Company. This Policy also includes customer premises and any other locations or mode of transportation to and from those locations while in the course and scope of company employment.

"Prohibited substances" includes: Illegal drugs, controlled substances, hemp products, alcoholic beverages, prescription drugs, and trace amounts or the metabolite of any of the above -except as provided in Section VI of this Policy, and any other substance which affects or may affect the employee's ability to competently or safely perform. This does not include the lawful and moderate use of alcohol for authorized business related purposes (e.g., authorized social functions, customer entertainment, off-hours dinner while traveling on business). It also includes metabolites of substances which when ingested mask or mimic the test results, such as hemp, hemp oil, poppy seeds, etc.

"Under the influence" of any prohibited substance means any detectible level of a prohibited substance or its metabolite in an employee's system, or 0.02 percent or more alcohol in a person's test sample.

"Reasonable suspicion" includes, but is not limited to: Observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds; absenteeism; declining productivity; excessive tardiness; presence of suspected prohibited substances in an employee's work area or vehicle; and activity suggesting possible involvement with prohibited substances in violation of this Policy.

VI. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees undergoing prescribed medical treatment with any drug which may alter their ability to perform safely must report this treatment to the Company's Human Resources Office, which will determine what steps should be taken to avoid accident or injury. Such steps may include temporarily changing the employee's job assignment during the period of treatment, or placing the employee on leave for the duration of treatment. The use of over-the-counter drugs which may have similar effects on safe performance must also be reported (e.g., cold medicine). Upon request, the employee will identify the drug, date of prescription, and prescribing doctor. Each such prescription shall be in the employee's name and shall be no older than one year of the date issued.

VII. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the policy.

- A. Testing. Employees and job applicants may be required to submit to substance testing, including, but not limited to, urinalysis, blood, breath, hair or similar tests:
 - 1. Pre-Employment. Following a conditional offer of employment, as a condition of hire.
 - 2. Reasonable Suspicion. Where management has a reasonable suspicion as defined in V above that an employee violated any of the prohibitions set forth in III above.
 - 3. Accident/Incident. Following an accident or incident in which safety precautions were violated, careless acts were performed, or medical evaluation or treatment was required, if the employee caused or contributed to the accident.
 - 4. Return to Work. Immediately after an employee returns to work after a disciplinary layoff or any inactive period of 30 days or more.
 - 5. Required by Law. Where otherwise required by law.
- B. Random Testing. Although the Company does not intend to test employees routinely on a random basis, it reserves the right to do so where it deems appropriate.
- C. Follow-Up Testing. The Company also reserves the right to test employees that have successfully completed a rehabilitation program on an unannounced basis, as a condition of continued employment.
- D. Searches. Employees, while on Company premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when management has a reasonable suspicion that (1) the employee possesses a prohibited substance; or (2) the employee ingested a prohibited substance.

VIII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Company's Prohibited Substances Policy may result in disciplinary action, up to and including discharge. In addition to any disciplinary action for drug or alcohol abuse, the company may refer an employee to the Employee Assistance Program for assessment, counseling, and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

IX. LAST CHANCE AGREEMENT

Individuals discharged for violation of the Company's Prohibited Substances Policy may, at the Company's sole discretion, be offered the opportunity to enter a "Last Chance Agreement." Under the Last Chance Agreement, an employee may be returned to employment after 30 days under the following conditions:

- A. The employee acknowledges in writing that he/she has a substance abuse problem;
- B. The employee certifies that he/she was successfully treated by a State Licensed Drug Rehabilitation Program or State certified addiction counselor satisfactory to Company;
- C. The employee agrees in writing to submit to testing on demand for the remainder of his/her employment; and
- D. The employee will be discharged for any violation of the Last Chance Agreement or this Policy.

APPENDIX B

FAMILY AND MEDICAL LEAVE ACT POLICY

The Family and Medical Leave Act allows an employee, who has worked at least 1,250 hours during a 12-month period in an organization of 50 or more employees – to take up to 26 work weeks of unpaid leave during a 12-month period.

1. Purpose of Leave

Unpaid leave, for the number of weeks indicated, may be granted for any of the following reasons:

- A. To care for the employee's child after birth or placement for adoption or foster care (12 weeks);
- B. To care for the employee's spouse, son, daughter or parent who has a serious health condition (12 weeks);
- C. For a serious health condition that makes the employee unable to perform the employee's job (12 weeks);
- D. To care for a family member who is injured while on active military duty (26 weeks); or
- E. For urgent needs related to a family member's current active military duty or a call to active military duty (12 weeks).

F. Leaves more than twelve (12) weeks may be granted for the employee's own serious health condition. Any request for an extended leave shall be in writing, stating reasons, signed by the employee, and forwarded to the Human Resource Services Department. Approval shall be at the Company's discretion, and any decision shall be in writing.

2. Notice and Duration

A. Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the Company's operations. Failure to provide appropriate notice may result in the denial of leave.

B. Family Leave Period: Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. If both parents are employed by the Company, they may take a combined total of twelve (12) weeks of leave, not twenty-four (24) weeks.

C. Intermittent Leave: When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent basis or by arranging a reduced work schedule. An employee may be required to transfer temporarily to a position that can better accommodate an intermittent or reduced hours leave. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.

D. Notice Upon Return from Leave: If an employee returns from any period of absence which has not been designated as FMLA leave, and the employee wishes to have the leave counted as FMLA leave, the employee must notify the Company within two business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any subsequent assertion of FMLA protection for that absence.

3. Medical Certification

A. Medical certification is required to support a request for a leave because of a serious health condition. A second or third opinion (at the Company's expense) may also be required. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made.

B. The medical certification must include the first anticipated date of absence from service, a diagnosis, a brief statement describing treatment, and the expected date of return. For medical leave for the employee's own serious medical condition, the certification must also include a statement that the employee is unable to perform the essential functions of the employee's position. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period care is needed or the employee's presence would be beneficial. If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

C. Employees will be required, unless the Company waives the requirement, to recertify the need for the leave at least every thirty (30) days. Employees on leave must call in and report to the Company on a periodic basis (at least every two (2) weeks) with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

D. Fitness to Return to Work: Upon return to work from a leave due to an employee's serious health condition, the employee will be required to provide medical certification of their fitness for duty.

4. Wages and Benefits

A. Leave will be unpaid except as covered by any accrued vacation, sick leave, paid time off, disability or workers' compensation benefits, if applicable.

B. For up to twelve (12) weeks the Company will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. If the employee fails to make such contributions, the Company may elect either to cancel health plan coverage (after 30 days) or to pay for the coverage and to obtain reimbursement by payroll deduction when the employee returns to work. The employee will be given notice of potential cancellation.

C. Any other benefit coverage which the employee wishes to maintain during FMLA leave is the responsibility of the employee. The employee shall either make arrangements for payments during the leave, or shall reimburse the Company by payroll deduction after the leave.

D. Employees who fail to return from a leave will be obligated to reimburse the Company for the cost of company-paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave, or other circumstances beyond the employee's control.

5. Coordination with Other Forms of Leave and Paid Time Off

(1) When FMLA leave is used for the employee's serious health condition which is covered by the Workers' Disability Compensation Act, the provisions of that Act will apply.

(2) All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For example, whenever workers' compensation leave, a disability leave, or any other sick leave is due to a serious medical condition, all time off will be charged against the employee's FMLA allowance. Likewise, if an employee takes vacation or uses other paid time off for any purposes covered by FMLA, all time taken will be charged against the employee's FMLA allowance. This subparagraph applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off.

6. Return to Work

A. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave.

B. Periods of unpaid leave will not be treated as credited service for purposes of benefit accrual, vesting or eligibility to participate in a benefit plan.

C. An employee who is off work because of his or her own serious health condition must provide a fitness for duty certificate verifying that he or she is able to perform the essential functions of his or her job. Failure to provide that certificate will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job.

7. Eligibility Year

The amount of FMLA leave available to an employee will be based on the 12-month period immediately preceding the date the employee uses any FMLA leave. The available leave will be the balance of the 12-week allowance which has not been used during the preceding 12 months.

8. Termination of FMLA Leave

An employee's FMLA leave and accompanying benefits will cease under the following circumstances:

A. The employment relationship would have terminated if the employee had not taken FMLA leave;

B. The employee informs the Company of his or her intent not to return from leave; or

C. The employee fails to return from leave or continues leave after exhausting his or her FMLA leave entitlement.

9. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

APPENDIX C

ATTENDANCE POLICY

It is extremely important, both to you and the Company, that you maintain a good attendance record on your job. When you are absent, three things happen:

1. An added burden is placed on your fellow employees.
2. Your income may be reduced.
3. The efficiency of the operation is reduced.

One of the most costly and disruptive problems at the Company is absenteeism and tardiness. Although certain absences are truly beyond the employee's control, every employer has the right to expect regular attendance of its employees and to discipline employees who fail to adhere to a reasonable standard of attendance. The following is a description of the attendance standards you will be expected to follow at the Company.

Absenteeism/Tardiness/Leaving Early

The Company maintains records as to the number of occurrences of absence, tardiness, and leaving early an employee accumulates. If an employee is absent for one (1) day or part of a day, s/he will be charged with one (1) occurrence for each absence. If an employee is tardy or leaves early for any reason, s/he will be charged with one (1) occurrence for each instance of tardiness or leaving early. Tardiness is defined as being late up to and including fifteen (15) minutes after the beginning of the shift.

Call-In

The attendance control program does not relieve an employee from the requirements to inform the company of his/her absences or tardiness pursuant to the work rules. If an employee is absent or tardy and does not inform the Company of the absence or tardiness within 1 hour of the occurrence, the employee will be charged with one (1) additional occurrence. However, the fact of a call-in will have no bearing on the determination of what constitutes an absence or any occurrence of tardiness.

Exceptions

Absence, tardiness or leaving early for any one (1) or more of the following reasons shall not result in an employee being charged with an occurrence.

1. On-the-job accident.
2. Pre-approved vacation time or medical appointments.
3. Holidays.
4. Verified jury duty.
5. Verified military service.
6. Approved leaves of absence.
7. Family and Medical Leave Act leave ("F.M.L.A.").
8. Leaving early at the convenience of the Company, such as for lack of work.

All other absence, tardiness or leaving early will count as an occurrence for purposes of this program. An occurrence will be charged for each day of absence and each instance of tardiness or leaving early which does not come within one of the exceptions listed above.

IT IS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE COMPANY THAT AN ABSENCE, TARDY OR NEED TO LEAVE EARLY FALLS UNDER ONE OR MORE OF THE EXCEPTIONS ABOVE WITHIN TWO (2) BUSINESS DAYS OF RETURNING TO WORK TO AVOID AN OCCURRENCE BEING CHARGED.

If an employee abuses or avoids the intent of these rules, which is to control poor attendance, or if an employee's absence, tardiness and/or leaving early is so excessive that the employee is unable to work regularly, the Company may discipline the employee, or take other action, apart from and regardless of the provisions of this policy. Discipline and/or disciplinary time off under this program are separate from and in addition to the work rules.

FAILURE TO REPORT FOR WORK OR CALL IN FOR TWO (2) DAYS WILL BE TREATED AS A VOLUNTARY QUIT.