



MAKOTEK
EMPLOYEE HANDBOOK
FEBRUARY 2021

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Welcome Message from The Company

Welcome to the Company! Congratulations and thank you for accepting the Company's offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help the Company succeed. We expect and depend upon you and each Employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as an employee on the Company team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our Employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the employees of our management team. They are here to help you perform to the best of your abilities.

Makotek® is a service mark with the U.S. Patent and Trademark Office. As such the service mark for Makotek® protects its good will and reputation of the companies the service mark represents with the quality of services they offer. In this way the Makotek® service mark functions as a barometer of quality upon which consumers rely when making decisions to utilize its services. Service marks are regulated by the law of Unfair Competition and the Makotek® service mark is used to identify their services and distinguish them from other services provided in the same field. In

this regard, all employment is not with Makotek® or its service mark register, but rather with the entity from which you receive payroll compensation.

This Employee Handbook provides resources to help you navigate through policies and procedures, performance expectations and benefits. The Company is responsible for day-to-day business operations of its workplace. Since every workplace situation cannot be anticipated or addressed, the Company maintains the flexibility and reserve the right to change, develop and administer new policies, procedures and benefits as necessary.

It is important that you read and understand the contents of this Employee Handbook. It outlines general policies and procedures, including expected work behavior and your responsibilities. Many of these policies are designed to maintain compliance with federal employment laws; however, state and local laws may be more restrictive in nature. If there is a conflict between a policy outlined in this Employee Handbook and a state or local law always abide by the law or policy that takes precedence.

If English is not an Employee's first language, he/she can request translation assistance from someone who is fluent in their first language in order to ensure full understanding of the policies and procedures contained within the Handbook. Employees are encouraged to access federal and state websites for specific information in various languages. *Note:* The Equal Opportunity Employment Commission (EEOC) has a special page on their website for translations of many important policies and laws that the EEOC enforces. Visit: www.eeoc.gov/languages/index.html for more information.

Once again, welcome to the Company - we are glad to have you with us.

Rich Rettstadt, President – 877-625-6835

Rick Beltz, Vice President – 407-521-0402

Important Information about the Handbook and the Employment Relationship

The Company has an at-will employment relationship with Employees. An at-will employment status also exists between the Employee and the Company unless otherwise agreed to in writing by the Company and the Employee. The term "at-will" means employment is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

If there is a collective bargaining agreement between the Company and a union, the terms of that collective bargaining agreement shall supersede any conflicting provisions in this Handbook.

The Company Handbook contains employment policies and practices in effect on the issue and/or revision date. The Company reserves the right to revise the Handbook at any time, including adding, amending, modifying, or terminating any of the policies or procedures.

No provisions in the Employee Handbook shall be construed as creating a promise, agreement, right, or representation of continued employment, future benefits, or a binding contract with the Company. Nothing in the Handbook is intended to alter any rights the Employee may have under federal or state law.

All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from a Vice President.

Not all the Company policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Supervisor

or Manager. Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision. This Handbook replaces (supersedes) all other previous manuals for the Company.

This is a multi-state handbook. Please note that some policies found within the Handbook are written to comply with Federal law guidelines. In the case where state laws differ from Federal laws, the more favorable law for Employees will take precedence. For state-specific policies, please refer to the appropriate policy where noted.

Chapter 1: Introduction

New Hire Policies

Immigration Law Compliance

All offers of employment are contingent on verification of your right to work in the United States. Only individuals authorized to work in the United States will be hired. New Employees must present proper documentation that establishes their identification and eligibility for employment. Employees who cannot produce the proper identification documentation as required on the I-9 Form within three days of hire will be terminated from employment with the Company. If you at any time cannot comply with laws requiring you to verify your right to work in the United States, the Company may be required to terminate your employment.

If you have any questions or need more information on immigration law issues, please contact Management.

New Hire Paperwork

All qualified applicants must complete the new hire paperwork and take a pre-employment drug test before starting work. Some positions may also require additional documentation and actions, such as proof of a valid driver's license, a demonstrated ability to operate specific types of equipment, a driving record check and/or a certificate of vehicle insurance. An Employee may also be required to undergo a background check and/or credit check, depending on the job. Some positions may require Department of Transportation (DOT) certification, physical examination, bonding, CPR certification, licenses or other job related requirements or tests. For these positions, failure to maintain acceptable driving standards, insurance, licenses, certificates or other requirements may be cause for immediate termination.

Re-hired Employees are subject to all new hire procedures including the completion of new hire paperwork and other site-specific requirements.

Introductory Period

All new or re-hired Employees are encouraged to use the first ninety (90) days of their employment with the Company as an opportunity to ask questions regarding their job responsibilities, operational processes and the Company policies and procedures. Upon hire, the Company begins an ongoing evaluation of the Employee's performance and conduct to analyze how well the Employee fits in with the

Company's culture and values. Open communication between the Company Management and the Employee is encouraged to assure that performance and overall expectations are aligned to promote productivity and allow for the overall success of the employer/employee relationship.

Completion of the introductory period does not guarantee a specific period of employment, nor does it alter the "at-will" employment relationship. All Employees continue to have the right to terminate their employment at any time, with or without cause or notice, and the Company maintains the same right.

Employment Classifications

The Company recognizes six (6) basic classifications of Employment. Being placed in a specific employment classification does not guarantee employment for any specific length of time. The employment relationship is at the agreement of the Employee and the Company and may be terminated at any time by the Employee or the Company.

Regular Full-Time Employee – An Employee who works a minimum of 30 hours per week during a continuous period is considered full-time. (Regular, overtime, vacation, sick, and holiday hours, if paid, are included in the total hour-count.) Full-time Employees may be eligible for fringe benefits, if qualified and if offered by the Company.

Regular Part-Time Employee - An Employee who works less than 30 hours per week during a continuous period is considered part-time. Part-time Employees are not entitled to fringe benefits.

Seasonal Employee – An Employee, who is hired for a specific period of time (season) due to the specific nature of the industry which has a consistent increase and decrease in operations on an annual basis, is considered seasonal. At the end of her/his seasonal employment, the Employee goes into the "Off-Season" period with the intent of a future recall. Seasonal Employees are usually employed for three months (92) days or less. A seasonal Employee works less than 1,000 hours during a continuous 26 week period. (Regular, overtime, vacation, sick or holiday hours, if paid, will count toward the 1,000 hours.) Seasonal Employees are not entitled to fringe benefits.

Temporary Employee – An Employee who is hired for a specific period of time (on a full-time

or part-time basis) such as summer help or for a specific project or assignment. Temporary Employees are usually employed for three months (92 days) or less and are not entitled to fringe benefits.

On-Call Employee - An Employee who works an irregular schedule on an as-needed basis is considered on-call. A single period of inactivity should not exceed three months (92 days). On-call Employees are not entitled to fringe benefits.

Employee on Leave - An Employee who has qualified for an approved leave status such as FMLA, Workers' Compensation, or other extended absences other than vacation, will be placed in a leave classification. This is used to provide a record of the qualified leave. Leave is designated as with or without pay per the discretion and practice of Management.

Chapter 2: Employee Philosophy

Equal Employment Opportunities

The Company is committed to providing an equal employment opportunity environment free from discrimination based on race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws. The Company strictly prohibits any form of unlawful discrimination or harassment in any part of the workplace or employment process.

The Company supports the federal Americans with Disabilities Act Amendments Act (ADAAA), which prohibits discrimination against qualified disabled people in any part of the employment process. This includes, but is not limited to, application, hiring, placement, compensation, termination, layoff, recall, transfer, leave of absence, job training, promotion and benefits. Employees can request reasonable accommodation for a disability from his/her immediate Manager. The Company may request medical documentation verifying the need for any accommodation, as well as documentation concerning medical limitations as they pertain to the Employee's job responsibilities.

If you have any questions or concerns regarding this subject, contact your manager for guidance.

If you experience harassment or discrimination, or witness harassment or discrimination, please immediately report it to your Manager and/or the HR Department.

Prohibited Discrimination and Harassment

The Company is committed to providing a work environment that is free of unlawful discrimination and harassment. The Company does not tolerate any form of unlawful discrimination or harassment, whether it comes from Supervisors, Managers, fellow Employees, vendors or any other party. The Company does not condone or permit any discrimination or harassment of any Employees, customers, vendors, suppliers or independent contractors which violates federal, state or local law, including, but not limited to, discrimination or harassment related to an individual's race, color,

religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws.

A employee of the Company's Management team, or an appointed representative, may investigate any allegations of discrimination and/or harassment. Violation of this policy against discrimination and/or harassment will lead to disciplinary action, up to and including immediate discharge.

The following are examples of behaviors that are not acceptable and violate the Company policy against discrimination and harassment (not all inclusive):

Prohibited Discrimination

Various federal civil rights statutes, as well as state and local laws, make it unlawful to discriminate on several bases. The bases vary by state and may include any or all of the following: race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws.

The following may be considered discriminatory in nature:

- Unwanted or unwelcome verbal comments or behaviors that have overtones related to an individual's race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws.
- Epithets, slurs, negative stereotypes or threatening, intimidating or hostile acts that relate to race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and

any other applicable federal, state or local laws.

- Written or graphic material that slanders or shows hostility or aversion toward an individual or group because of race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws.

Prohibited Harassment (including Sexual Harassment)

Harassment may be verbal or physical conduct that slanders or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws. The Company supports an environment free from harassment that:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely impacts an individual's employment opportunities.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between Company Employees that are acceptable to, and welcomed by, both parties are not considered to be harassment or sexual harassment. The following may be considered sexual harassment:

- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.
- Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects, pictures, cartoons or posters.

- Physical conduct such as harmful or offensive touching, assault or impeding or blocking movement.
- Indicating submission to the conduct is either a direct or indirect term or condition of employment.
- Utilizing submission to or rejection of sexual advances as a basis for an employment decision affecting the person rejecting or submitting to the conduct.

Other sexually harassing conduct in the workplace, whether committed by Managers, Company Employees or non-Company Employees, is also prohibited.

Discrimination/Harassment Reporting Procedure

Managers are responsible for fostering an atmosphere that is free of discrimination and harassment, sexual or otherwise, in the workplace. All Employees respect the rights of their co-workers and comply with the non-discrimination and non-harassment policy.

If you experience any job-related discrimination or harassment based on race, color, religion, national origin, ancestry, citizenship, sex, sexual orientation, marital status, age, uniformed service employee status, pregnancy, genetics, medical condition, disability or any other type of discrimination as prohibited by Title VII of the Civil Rights Act, as amended, and any other applicable federal, state or local laws or believe you have been treated in an unlawful, discriminatory manner, bring it to the attention of your immediate Manager (or other Employees of the Company's Management team if the conduct concerns an immediate Supervisor/Manager). The matter will be investigated and the appropriate action will be taken. Employee complaints will be kept confidential to the maximum extent possible. If the Company determines that an act of discrimination has occurred, appropriate disciplinary action, up to and including discharge, will be taken against the offending employee.

The Company promotes an environment free from retaliation against any Employee filing a complaint under this policy or assisting in an investigation of a complaint. All employees cooperate with investigations of discrimination fully and truthfully during the course and scope of his/her employment. Upon investigation, disciplinary action may be taken against an

Employee who provides false information during or related to an investigation of discrimination.

Resolution Procedures for Work-Related Issues (Open Door Policy)

It is the Company's policy that every Employee, regardless of position, be treated with respect in a fair and just manner. All Employees are expected to treat fellow colleagues with courtesy and respect. However, even in the best work environments, problems, concerns or disagreements may arise. The Company asks Employees to be professional and to constructively discuss any concerns in accordance with the Open Door Policy. If an Employee has an issue of concern with a co-worker, the Employee has the opportunity to discuss the issue with his/her immediate Supervisor/Manager. If an Employee has an issue of concern with an immediate Supervisor/Manager, the Employee has the opportunity to discuss the issue with the next appropriate level of Management to seek resolution. The discussion should focus on the issue without mention of personal or emotional interjection. Every effort will be made to solve problems fairly. Unless concerns are brought to Management's attention, the Company cannot address the problem. The response may not always be what was hoped for; however, insight can be gained as to why a particular change can or cannot be accommodated. Everyone benefits from the open exchange of information and ideas.

If you feel uncomfortable discussing a sensitive issue with your Supervisor or the Company. He/she can discuss the situation with you and assist you in choosing an appropriate course of action. Working together to address concerns can lead to solutions that will benefit everyone without the need for outside third-party involvement.

Chapter 3: Code of Conduct

Employees use good judgment and conduct themselves in a professional manner. If an Employee's conduct comes into question, the Company will try to resolve the matter fairly, although some acts may require disciplinary action.

Disciplinary actions range from reprimand to termination, depending upon the severity of the infraction. The identification of these rules does not alter the "at-will" nature of your employment. The Code of Conduct rules herein are not all-inclusive; but are intended to provide guidelines to Employees of appropriate and inappropriate behavior in the workplace. You have the right to terminate your employment at any time, with or without cause or notice, and the Company also maintains the same right.

Conflict of Interest

A Company's reputation for integrity is one of its most valuable assets. It is directly related to the conduct of its officers and other employees. Therefore, Employees do not use their positions within the Company in the following manner:

- for private gain;
- to advance personal interests;
- to obtain favors or benefits for themselves, employees of their families or any other individuals, corporations or business entities; and/or
- engage in activities which will create a conflict of interest.

Confidential Information

All Employee and customer information is extremely confidential. Employees are prohibited from disclosing any information regarding the Company, its customers, potential customers, other Employees or any other affiliate unless written authorization is provided by the appropriate employee of Management. The unauthorized use or release of confidential information relating to the Company by an Employee is a breach of the Code of Conduct. Unauthorized use or release of such information is prohibited both during and after employment with the Company. Unauthorized use includes, but is not limited to, personal gain, providing advantage to others or decreasing the competitive advantage of the Company.

Confidential information includes, but is not limited to:

- Corporate policies, objectives, goals and strategies.
- Lists of Clients, potential Clients, customers or vendors.
- Customer account information.
- Trade secrets, pricing information or any similar information.
- Employee data of any kind.
- Payroll information or personnel records of past and present employees.
- All other materials such as graphs, memoranda documents, manuals and reports obtained from the Company, regardless whether the Employee has contributed to their creation.

Upon termination of employment, Employees may be required to sign a statement that they have not, and will not, retain any confidential information relating to the Company. Failure to adhere to the Company confidentiality policy may lead to legal action against the Employee.

The Company Background Check and Motor Vehicle Registration (MVR) Policy

All Employees of the Company must have a Background Check and MVR performed. If employee has any offenses the Company will consider such factors as:

- The specific duties and responsibilities necessarily related to the employee's position;
- The bearing, if any, the offense(s) for which the employee was previously convicted will have on his/her fitness or ability to perform one or more duties or responsibilities of his/her position;
- The time which has elapsed since the occurrence of the offense(s);
- The age of the employee at the time the offense(s) occurred;
- The seriousness of the offense(s);
- Any information produced by the employee, or produced on his/her behalf, regarding rehabilitation and good conduct, including a certificate of relief from disabilities or a certificate of good conduct; and
- The legitimate interest of the employer in protecting property, and the safety/welfare of others.

All offenses must be disclosed to the Company. In addition, Employee must disclose if he/she is

on probation for any crime for which he/she has been convicted.

Background checks and MVR's will be performed on recurring basis as directed by local client policy (usually once per year)

The Company will conduct background and motor vehicle checks in accordance with applicable state law where it differs from the guidelines set forth above.

Local policy will supersede in locations where local requirements are more stringent.

The Company Investigations of Current Employees

The Company may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the Company's lawful efforts to obtain relevant information and may be disciplined up to and including termination for failure to do so.

Solicitation and Distribution of Literature

Because solicitation not only causes an Employee to neglect his/her own work, but also interferes with the work of others, Employees are not permitted to solicit or distribute literature for any purpose during their working time unless specifically authorized by the Company.

Some examples of prohibited solicitation and distribution of literature are:

- Soliciting other Employees for membership or subscriptions for any public or private enterprises or for gifts of any nature during either Employee's working time.
- The circulation or passing of any petition or notices or other printed material among Employees during working time.

- The distribution of any literature, pamphlets or other material in any work area of Company property.
- Solicitation or distribution of any materials for any purpose by non-Employees on Company property.

Outside Employment

Employees may engage in outside employment only if it does not:

- Adversely impact or interfere with the Employee's work at the Company
- Compete or conflict with the activities of the Company
- Involve any use of the Company's equipment, supplies or facilities
- Imply the sponsorship, support or affect the reputation of the Company.
- Employees also may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while performing their jobs with the Company.

An Employee must inform his/her immediate Manager of all jobs that might interfere with their work as outlined above and obtain prior Management approval for such outside employment.

Hiring Relatives

A familial relationship among Employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists. Approval by a Vice President is required prior to hiring a relative.

In other cases where a conflict or the potential for conflict arises, even if there is no Management relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

Rules of Conduct

- Employees arrive at their worksites, ready to work at the established starting time and remain at their positions while performing their duties until the end of their shift, except during for approved breaks and lunch periods.

- All overtime is subject to prior Management approval.
- Employees report all hours worked on their time sheets.
- Reentry into the interior of the Company facility during non-working hours is **only** allowed with Management approval.
- Protective equipment is used as directed, whether provided by a Manager or the Employee themselves.
- Employees report ALL injuries and incidents to their Manager immediately.
- Employees perform all assigned duties and responsibilities indicated by the Company. Productivity and workmanship meets acceptable standards as set forth by the Company.
- Employees are available for work as scheduled or requested.
- Employees are responsible for all property that is placed in their custody.
- Employees do not neglect their job duties or responsibilities or refuse any work assigned to them.
- Employees wear safety belts while operating motor vehicles.
- Employees wear protective support belts when lifting heavy objects.

The following are STRICTLY PROHIBITED and constitute GROSS MISCONDUCT for which immediate termination may result:

- Possession, distribution, selling, transferring or use of firearms, ammunition, weapons of any kind, firecrackers or other similar items; intoxicating liquors, narcotic drugs or chemicals on the Company property or when on Company business.
- Performing work while under the influence of alcohol, drugs or intoxicants of any type; selling, distributing or consuming any alcoholic beverages; or possessing, selling, distributing or using drugs of any kind (except possession and usage of lawful prescription drugs where the prescription does not impair the Employee's ability to perform his/her regular or other assigned duties safely and efficiently, and for which Management has been advised and has approved in advance).
- Falsifying information on any the Company forms, reports or records. This includes, but is not limited to, employment application, personal absence, sickness, time cards and production records.

- Recording the work time of another Employee, allowing any other Employee to record your work time, or allowing falsification of any time card, whether your own or another Employee's.
- Falsely stating or making claims of injury.
- Removing or using property, records or other materials belonging to the Company or other persons without authorization.
- Starting or participating in a fight, threatening, intimidating or coercing any visitor, Employee, Client, customer or any other person associated with the workplace while on the Company premises or the Company business.
- Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by the Company.
- Using profane or abusive language, or behaving in a manner that would make another person reasonably feel threatened, intimidated, coerced or fear for their personal safety.
- Damaging, theft or destroying the Company or its customer's property, or wasting their materials.
- Loitering, malingering or sleeping during specified working hours.
- Refusing to follow a Supervisor's or the Company official's reasonable directions or instructions, other insubordinate conduct, or using abusive language toward the Company Supervisors.
- Violating safety or health rules or practices, or creating a safety hazard.
- Having Unauthorized passengers and/or pets in vehicles.
- Engaging in unlawful or improper conduct while at work which impacts fellow Employees, Supervisors, the Company products, property, reputation or goodwill in the community.
- Leaving work before the end of a shift without a Supervisor's authorization.
- Using the Company's facilities and time for personal business.
- Unauthorized possession or use of the Company keys or property.
- Making or accepting for improper purposes personal telephone calls during working hours.

- Working overtime without authorization or refusing to work assigned overtime.
- Wearing unprofessional or inappropriate styles of dress or hair while working.
- Violating any safety, health, or security policy, rule, or procedure of the Employer.
- Committing a fraudulent act, dishonest act, breach of trust, or violating the duty of loyalty to the Company in any circumstances.
- Soliciting or accepting tips from visitors or other Employees.
- Smoking or vaping in restricted, posted "No Smoking" areas.
- Entering work areas of the Company's premises unless on duty and scheduled for work or otherwise on Company business.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any Supervisor or employee of management, the use of abusive or threatening language toward any Management or employee of management, or refusal to fully disclose information in the course of Employer investigations.
- Failing to personally notify the appropriate Supervisor when unable to report to work.
- Unreported absence of three consecutive scheduled workdays.
- Failing to obtain permission from your immediate Supervisor to leave work for any reason during normal working hours.
- Failing to observe working schedules, including rest and lunch periods.
- Failing to provide a physician's certificate when requested or required to do so.
- Violating the Company's Cable Theft Policy or Quality Control policy.
- Violating the Fair Debt Collection Practices Act.
- Failing to maintain confidential or proprietary information or Employer trade secrets or engaging in direct competition with the Employer.
- Refusal to leave the premises when placed on disciplinary suspension and requested to leave by an authorized Company representative.
- Violation of the non-discrimination/non-harassment policy.

The above rules are not all-inclusive and must be observed at all times. Additional standards of conduct and Employee obligations may also

apply. A violation of any of the above will result in disciplinary action up to and including immediate termination.

Before or during imposition of any discipline, Employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate and as circumstances may dictate, supervisors will follow a process of progressive employee discipline. Examples of Employee discipline include:

Verbal Counseling - A "verbal counseling" is a verbal communication to an Employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the Employee's personnel file.

Written Counseling - A "written counseling" describes the unacceptable conduct or performance of the Employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the Employee's personnel file.

Suspension - Suspension of the Employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the Employee's performance and the Employee's disciplinary record. An Employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the Employee's personnel file.

Termination - If an Employee fails to conform his/her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the Employee's employment.

There is the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an Employee without prior discipline or without following a particular order of discipline.

Chapter 4: Payroll Information

FLSA Wage Classification

Employees are paid according to the guidelines established by the Fair Labor Standards Act (FLSA). All Employee are placed into one of the two classifications described below.

Exempt Employees

Employees are placed into exempt categories such as executive, administrative, professional, outside sales professional and computer-related professional based on their job duties, responsibilities and salary for purposes of the Fair Labor Standards Act and applicable state law. Exempt Employees may not receive additional compensation for hours worked in excess of 40 per week. Under the FLSA, some employees are exempt from overtime pay only and some are exempt from both minimum wage and overtime pay.

Non-Exempt Employees

All other Employees who are not classified as "exempt" are considered non-exempt. Non-exempt Employees are paid for all overtime hours worked in accordance with the Fair Labor Standards Act and applicable state laws. Non-exempt Employees are paid at least minimum wage for all hours worked and an overtime premium for hours worked over 40 hours in a work week (or hours worked over 8 hours per day, if applicable as per state laws e.g. CA). If additional compensation is paid to the employee during a week where overtime is paid, the overtime rate will factor in the additional pay.

Employees who have questions regarding their wage classification should contact their direct Supervisor/Manager.

Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime compensated at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. Many states also have different minimum wage laws. In the instance that an employee is subject to local, state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as

executive, administrative, professional and outside sales employees. Section 13(a) (1) and Section 13(a) (17) also exempt certain computer employees. Employees must meet certain criteria regarding their job duties and salary to qualify for exemption status. Job titles do not determine exempt status.

Salary Basis Requirement

To qualify for exemption, employees generally are paid at no less than the Federal Minimum Salary requirement per week. This salary requirement does not apply to outside sales employees, teachers and employees practicing law or medicine. Exempt computer employees may be paid at either the Federal Minimum Salary or on an hourly basis set by the Federal Government.

Payment on a "salary basis" means that an employee regularly receives a pre-determined amount of compensation each pay period on a weekly, or less frequent, basis. The pre-determined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked.

Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an Employee's pre-determined salary, (i.e., because of the operating requirements of the business), that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good

faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

This policy is subject to applicable law. The Company will follow the state law regarding reduction of exempt Employees' salaries if the state law is more favorable to Employees.

Job Duties

As part of your initial orientation, you will learn the various duties and responsibilities of your job. You will be provided with a copy of the written job description for your individual position. The Company maintains certain expectations and standards applicable to your job position. Your Supervisor should review these with you.

It is expected that all Employees will perform additional duties and assume additional responsibilities as needed by their Management for the efficient operation of the Company.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

The Company's Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all Company Managers from making any improper deductions from the salaries of exempt employees. We want Employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct Supervisor.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Hours of Work and Schedule

You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. In order to accommodate the needs of our business, it may

be necessary to change individual work schedules on either a short-term or long-term basis.

Nonexempt Employees that work more than six (6) consecutive hours must take a 30-minute meal period. Employees while on their 30-minute meal period will not be compensated for that time. The 30-minute meal period for technicians working outside the office will be at his or her discretion, but in accordance with state laws. Employees may request up to an hour of unpaid time with management approval. Exempt Employees will be paid in accordance with the Fair Labor Standards Act.

At times, emergencies such as power failures, road closings, fires, or severe weather may interfere with the Company's operations. In such an event, the Company may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

Overtime Pay

All Employees work overtime when requested by their Supervisor. Employees may work overtime only if requested and authorized by their Supervisors. Working unapproved overtime may be grounds for disciplinary action, up to and including termination. Only Employees classified as non-exempt are paid for overtime work.

Non-exempt Employees who receive overtime authorization and who work additional hours that can be classified as overtime will be paid in accordance with the requirements of the Fair Labor Standards Act and applicable state laws.

"Hours worked" is the time actually spent on the job and does not include vacation, sick, holiday, jury duty or any other approved time away from work, regardless whether it is paid time.

Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to Exempt Employees. For the purposes of calculating overtime for Nonexempt Employees, the workweek begins with fieldwork completed Friday and ends with fieldwork completed Thursday.

Timekeeping Procedures

Employees report hours worked in accordance with the Fair Labor Standards Act. Nonexempt Employees must record their actual time worked for payroll and benefit purposes. Nonexempt

Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt Employees must also record any departure from work for any non-work-related reason.

Altering, falsifying, and tampering with time records, or recording time on another Employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt Employees may also be required to record their time worked and report full days of absence from work for reasons such as PTO or leaves of absence.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your timesheet should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

Prohibited "Off the Clock" Work

At no time should Employees perform work while "off the clock." All time spent working should be properly recorded. If given a directive to perform work "off the clock," please promptly notify your onsite Supervisor or, if your onsite Supervisor has given a directive to work "off the clock" and/or has told you not to properly record all hours worked, notify Human Resources. No Employee will be penalized in any way for making such a complaint.

Payday

Paydays are on Tuesdays. If a regular payday falls on a holiday, Employees will be paid on the following workday.

Paychecks are normally available at your scheduled check-in time and place. No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

If you feel there is an error in your paycheck, contact your Supervisor, they will contact the proper personnel immediately. Any adjustments will appear on the next issued paycheck, except for emergencies, which will be handled immediately. IF YOU LOSE YOUR PAYCHECK, NOTIFY your Supervisor and fill out a stop payment Bank Authorization form to submit IMMEDIATELY. The check will be replaced after bank authorization. A replacement fee may be charged for re-issued checks, to the extent permitted by law. Additionally, if a check is lost, a Stop Payment will need to be sent to the

issuing financial institution; there may be a 2-5 business days delay in replacing the check until such time as the Stop Payment has been processed by the financial institution.

See Chapter 5, General Policies, sub-section "Termination or Resignation from Employment," with regard to the final paycheck.

Payroll Deductions

The Company is required by law to make certain payroll deductions on your behalf. Withholdings vary according to pay rate, number of exemptions and other factors. These deductions are made until the maximum year-to-date amount is reached (if applicable). Required withholdings may include:

- Federal Income Tax (FIT)
- Medicare (MEDI)
- State Income Tax (SIT)
- State Disability Insurance
- Old Age, Survivors & Disability Insurance (OASDI)
- Garnishments* (see below)

* The Company is required by law to make certain payroll deductions in accordance with support orders, liens, tax levies, garnishments and wage assignments. The Company will continue to withhold monies from the Employee's wages for the entire period specified in the garnishment, tax levy, support order, or other wage assignment, until the Company receives a written release or notice from the appropriate legal authority that the Employee's financial obligations have been satisfied or the wage withholding order has been vacated. Wages subject to withholding include vacation pay and bonuses. If you have questions with regard to garnishments, contact your manager.

The following voluntary payroll deductions may be made with the Employee's authorization:

- Health/Dental Insurance
- Life Insurance
- Disability Insurance
- Other Employee requested benefits/services

Note: Deduction requests for voluntary payroll are discretionary.

Prohibited Reductions / Complaint Procedure

Any salaried exempt Employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify Human

Resources. The Employee will not be penalized in any way for making such a complaint. This policy is intended solely to implement FLSA regulatory requirements, will be applied and modified as necessary in accordance with such requirements, and is not to be considered any type of contract.

Direct Deposit Option

Direct Deposit is an optional service that enables The Company to deposit your paycheck directly into your checking, savings or credit union account (provided your financial institution offers this service). It does not require any change to your current banking relationship. Acceptance of a direct deposit request is discretionary.

If you choose direct deposit, you will have the ability to print your payroll information each pay period listing taxes, deductions, gross and net pay. These should be saved as paycheck stubs for your own personal tax records.

The Company encourages direct deposit for the following reasons:

- Eliminates trips to the bank.
- Multiple bank account transactions.
- Automatic deposits during vacations.
- Prevents the possibility of lost or stolen paychecks.
- May prevent delay of payment due to inclement weather and/or shipping delays.

Contact your Manager for a Direct Deposit Form or enroll online in your Paylocity account.

You will need to provide a voided check for the account to which deposits will be made, or a deposit slip and/or account number if the deposit is to be made to a savings account. The Company can make deposits in more than one account. The Company will then notify your bank and make the appropriate arrangements. Please allow for two payroll cycles to pass before direct deposit service is in effect. You will continue to receive standard payroll checks until the direct deposit process is complete.

If you wish to STOP the Direct Deposit Process, you must fill out the applicable section on the *Direct Deposit Authorization / Expense Reimbursement* form and submit it to your manager Professional for processing. Please allow up to two pay periods for the process to be halted once you have submitted the proper paperwork.

Direct deposits and payroll deductions are made through the Automated Clearing House (ACH)

and funds availability is subject to the terms and limitations of the ACH as well as your financial institution(s).

Note: Final paychecks will not be paid to the Employee through the direct deposit option, but in the form of a standard payroll check.

Cashing Your Paycheck

Employees who receive paper paychecks should cash these checks only on the date authorized as the Company approved pay date, which is the date printed on the check. Checks cashed prior to the check date may be subject to a service fee, due to the additional manual labor it takes to verify and reconcile these checks. Employees should only cash his/her paycheck on or after the date printed on the check.

Employee Information

Travel Pay

When an Employee travels to another system to work, the Employee will be reimbursed on a per mile basis for the drive to that system and the drive back to the Employee's home system. If the travel requires more than one-half day, the Employee will also be paid a set amount for the travel day.

If the Employee's work in another system requires an overnight stay, the Employee will be paid a per diem amount as determined by the Company. The Employee will also be paid 125% of the production pay of the system being worked. Travel lodging will be provided, and the Employee may share a room with another out-of-town Employee, if applicable. The Employee will be given a pay schedule to identify reimbursement and pay rates for applicable travel.

Termination of Employment

Voluntary Termination

If you decide to leave your employment with the Company, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. You are required to return all property owned by the Company (e.g., vehicles, computers, keys, uniforms, identification badges, and credit cards) and all work will be QA'd prior to your departure. The Company retains the right to accept your resignation immediately.

Involuntary Termination

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will Employer, the Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Employer to Management prior to your departure.

Final Paycheck

When leaving without two weeks notification, an Employee's weekly paycheck can be reduced as allowed by law. An Employee's final paycheck will be paid no later than the first normal payday following two weeks after the last day of work, as allowed unless earlier payment is required by state law. An Employee will receive the balance of pay minus any quality control adjustments, any unreturned equipment, as allowed by state law, and the wage already paid.

For those Employees who have direct deposit, please note that the final paycheck will not be paid to the Employee through the direct deposit option, but in the form of a standard payroll check. Note: When printing W-2s in January of each calendar year, the Company will utilize the Employee's last known address. Therefore, in order to assure that W-2s are sent to the appropriate location/address, it is the Employee's responsibility to notify the Company of any address change that occurs which might affect the Employee's receipt of his/her W-2. It is recommended that the Employee contact the Company in November or early December to update or review the Employee's last known address.

Reductions in Force

While the Company hopes to continue growing and providing employment opportunities, business conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that the Company determines to lay off any Employee or a number of Employees, the employer retains full discretion to select which Employee(s) will be laid off. While the Company retains full discretion, some of the relevant

factors may include the Company's operational requirements and the skill, productivity, ability, and past performance of those involved.

Return and Care of Property Equipment Purchase

Employee acknowledges that he/she has voluntarily purchased selected items listed on the Equipment Purchase Form from the Company at the purchase amount indicated. Employee authorizes the Company to take deductions from wages and reimbursement, subject to applicable law and limited to minimum wage for each pay period until the entire amount of this obligation has been paid in full. Employee understands that if he/she owes money on any tools purchased through purchase agreement and the tools are in satisfactory and usable condition, the Company may, but is not required to, repurchase the tools. If employment is terminated for any reason and there is any remaining balance due on equipment purchased, the remaining balance may be deducted from final wages and reimbursements, subject to applicable law and limited to receiving minimum wage. If final wages are insufficient to pay the balance due, any remaining amount will immediately be due and payable in full to the Company.

Company Owned Equipment

Any property of the Company that has been issued to an Employee to be utilized within the scope of his/her employment. While in Employee's care, all items are the Employee's responsibility and must be properly maintained. If any equipment is lost or damaged beyond normal wear and tear, the amounts listed on the Equipment Purchase Form will be deducted from Employee's wages and reimbursement, subject to applicable law and limited to Employee receiving minimum wage. Any of the Company items in the Employee's possession must be returned upon request of the Company, if they are no longer needed for the job and/or at the termination of employment. This includes items listed on the Equipment Purchase form as well as items in Employee's possession during the course of employment to include, but not limited to, work orders, cable equipment, such as modems and digital converters, and cash, checks and credit card payments collected. If an Employee fails to return Company equipment or cash, checks or credit card payments collected, the replacement cost may be deducted from wages and reimbursement, subject to applicable law and limited to Employee receiving minimum

wage. If an Employee's final wages and reimbursement are insufficient to cover the replacement cost, any remaining amount will immediately be due and payable in full to the Company.

To ensure prompt return, the Company may collect a tool/equipment fee from each Employee at the time of hire. This fee will serve as a security deposit. Upon the return of all issued tools and equipment in good condition, the Company will refund the security deposit in the Employee's final paycheck. If, however, the Employee does not return all the tools and equipment upon separation, the Employee will forfeit this security deposit, when permitted by law, and the Company will retain the fee as reimbursement. The Employee must complete and sign an "Equipment Purchase and Deposit Form" and sign a form for reimbursement, called the "Quality Control Standards Agreement and Wage Reduction Authorization".

Chapter 5: General Policies

This Handbook is intended to provide a general description of the Company's policies and benefits. If any policies in this Handbook conflict with a state or local law, you should abide by the state or local law. Furthermore, it is the responsibility of each Employee to seek clarification from his/her Supervisor/Manager regarding any policies and procedures addressed in this Handbook.

Absence From Work; Tardiness

Attendance and punctuality are important for efficient business operations. Unscheduled or unexcused absences and tardiness cause undue hardship on co-workers and, therefore, are not acceptable. Each Employee is responsible for his/her daily punctual arrival at the worksite. If tardiness or absence is expected, the Employee should personally notify his/her immediate Supervisor/Manager of the expected time of arrival or of the absence. If you fail to report for work without any notification to your Supervisor, you may be considered to have abandoned your employment.

Employees may be required to provide medical evidence of illness and/or present a *Fitness to Return to Duty* certificate from his/her treating physician when absent due to illness and to receive paid or unscheduled sick leave.

Employees are encouraged to make medical or dental appointments outside of normal working hours, whenever possible. Employees provide advance notice of non-emergency medical and/or dental appointments to their Managers in accordance with the Company's policy.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the Company's operations. However, regular attendance and promptness are considered part of each Employee's essential job functions.

Unexcused or unscheduled absences (those absences for which approval has not been authorized) or excessive absenteeism, tardiness, or fraudulent claims of illness or injury as a reason for absence or tardiness may result in disciplinary action up to and including termination.

Absence From Work; Personal Leave of Absence – VP Approval

The Company may grant a leave of absence in certain circumstances. You should notify your

Supervisor and/or the Management in writing as soon as you become aware that you may need a leave of absence. The Company will consider your request in accordance with applicable law and the Company's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your Supervisor or Management during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the Employer. Benefits, such as paid time off and holidays, will not accumulate while you are on a leave of absence.

Certain conditions apply during a personal leave of absence. The Company reserves the right to request documentation supporting all Leave of Absence requests. Employees do not engage in other employment while on any type of leave. An Employee who misrepresents his/her need for a leave of absence will be subject to termination, even after the fact.

After 90 days of service, the Company may grant a personal leave of absence to Employees to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interest of the Employee and the Company.

Requests for a personal leave of absence or any extension of a leave should be submitted in writing to the Employee's supervisor 30 days prior to commencement of the leave period, or as soon as is practicable. The Supervisor will forward the request to a Vice President recommending approval or denial. The Vice President will make the final decision concerning the request. All Employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their Supervisor.

Employees on personal leave will be required to use all accrued PTO days while on leave before going unpaid. The Company will continue health insurance and other benefits to Employees on leave for no longer than 12 weeks from the beginning date of leave so long as the Employee continues to pay any Employee portion of the contribution. Benefits that accrue according to

length of service, such as PTO, and holidays, do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other Employer that is considered by the Company to be an actual or potential conflict of interest.

It is possible that an Employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an Employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the Employee will be considered to have voluntarily terminated employment with the Company.

The Company may proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to the Company's attention during the leave. If any action is held in abeyance during the leave of absence, the Company reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to the Company's expectations and to observe all the Employer policies, rules, and procedures.

Leaves of absence may be granted for the following reasons: to fulfill civic obligations, such as jury duty and/or military duty, due to sickness or injury or for any other reason permitted by the Company. However, Personal Leaves of Absence (excluding those covered by the Family and Medical Leave Act), especially extended ones, do not guarantee reinstatement at the end of the leave period, except as required by law. Every effort will be made to return an Employee to his/her original position, or a similar position for which he/she is qualified. Employees returning from leave based on medical necessity may be required to provide a doctor's release.

See separate discussions under Jury Duty, Military Leave, and Voting/Election Time.

Maintaining Benefits While on Personal Leave

During a period of Personal Leave, the Employee will be retained on the Company group health plan under the same conditions that would have applied if the Employee had continued working. To continue health coverage, the Employee continues to make any contributions that he/she would have been making to the plan as if he/she were still working. Insurance premiums are pre-paid at the beginning of each month. Therefore, Employees submit their payments on the first of each month of their absence, but no later than the 30th of the current coverage month. Checks contain the Employee's full name and Social Security Number to assure prompt credit for their payment. All payments must be mailed to the Company. An Employee may lose coverage due to failure of payment for his/her share of the health insurance premium(s) in a timely manner.

Appearance

Employees must demonstrate good judgment in their dress and appearance. This includes proper body hygiene and a professional appearance.

It is mandatory that all Employees, regardless of department or position, maintain a professional atmosphere.

Neat hairstyles are necessary. While working in the field, hair cannot fall below the bottom of the Employee's shirt collar or it must be worn up at all times. Beards, mustaches and sideburns must be neatly trimmed. Earrings worn by employees cannot be excessive, facial jewelry and tongue rings are not permitted. Neatness and cleanliness are absolutely necessary at all times.

Field Employees must wear clean, non-torn or patched jeans or standard uniform pants. Pants or jeans must not be faded, ragged or too tight. Shorts may be worn only when permitted by the client and from June 1st to September 1st, unless otherwise approved by a Vice President. Shorts must be the Company uniform shorts. Pants and shorts must be worn at waist level and cover any undergarments. Clean, non-torn uniform shirts must be worn. Hats, sweatshirts, sweaters and/or jackets may only have the logo of the Company or our client; otherwise they must be logo free. Hoodie sweatshirts are not permitted. Description of the approved footwear for field employees is available in Appendix B –.

Office Employees must wear clean, non-torn or patched pants or jeans. Skirts, dresses and

capris are permissible but length and fit must be appropriate for a professional work environment. Sweatpants, loungewear, exercise pants, leggings, spandex and other form-fitting pants are not acceptable. Shorts are not permitted in the office. Clothing must cover all undergarments. Standard business casual shirts, blouses and footwear are acceptable. Inappropriate shirts and blouses include, but not limited, to: tank tops, midriff baring, and halter-tops. Flip-flops are not permitted. Office employees may wear sandals that are leather soled and not considered beachwear.

Contagious Disease

The Company is concerned with the safety and health of Employees, as well as the general public. Consistent with this goal, the Company must take the appropriate measures when an Employee has a communicable disease that threatens the health of the Employee, other Employees, or the general public. An individual's contagiousness is established based on objective evidence, such as the sound medical judgment of public health officials. In such a case, the Company will attempt to accommodate the afflicted individual by placing him/her in a position that does not pose a direct threat to the health and safety of others. Should such an accommodation be impossible, the Company may refuse to assign or continue to assign an individual to a job which puts other Employees or the general public at risk of infection, until such time as the individual provides medical documentation that his/her condition is no longer contagious.

It is the goal of the Company to focus on preventing the spread of disease, when possible. Employees can practice proactive hygiene habits to limit the spread of germs such as: washing their hands or staying home when experiencing a fever until fever free for 24 hours. If an Employee is continuously coughing and/or sneezing, the Company may request the Employee leave the worksite in order to help avoid potential exposure of germs.

The Company may request a doctor's note if the Employee is out for more than three consecutive days. The Company may also request that Employees take applicable leave such as FMLA, if available, as on the third day missed due to illness.

Confidentiality and Non-Disclosure

From time to time Employees of the Company will have access to confidential information of

the Company, the Company's clients, and customers of the Company's clients. The term "Confidential Information" shall include, without limitation:

- All billing information,
- Personally identifiable information such as names, addresses, and telephone numbers,
- All financial, technical, business, credit or any other information relating to any current, prospective or past client or customer,
- All lists or other records containing any such information,
- General internal business and personnel affairs of the Company, and
- Any information which has been designated as confidential.

It is the guideline of the Company that all records containing confidential information are to be timely remitted or destroyed. Additionally, confidential information is not to be disclosed or discussed with anyone other than the customer or anyone outside the organization except as may be required by law. Employees must safeguard and maintain confidential information to preclude dissemination. Employees who have authorized access to confidential information are responsible for its security. Information designated as confidential is to be discussed only within the Company on a "need-to-know" basis.

All Employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about the Company, its customers, and its suppliers. This responsibility is not intended to impede normal business communications and relationships but is intended to alert Employees to their obligation to use discretion to safeguard the affairs of the Company, its clients and customers of its clients.

This policy seeks to protect the Company's confidential business information and to comply with various laws and regulations which include but without limitation; Section 631 of the Cable Communications Policy Act of 1984 (47 USC Sec. 551), The Fair Debt Collections Practices Act, 47 U.S.C. Section 222 and all applicable Federal Communications Commission rules, regulations and orders, including but not limited to Subpart U of Part 64, of Title 47 of the Code of Federal Regulations.

Employees may be punishable under law for violation of this policy. Additionally, Employees

are subject to disciplinary action, up to and including termination for any such violation. Employees may be required to enter into written confidentiality agreements confirming their understanding of the Employer's confidentiality and non-disclosure policies.

Protection of Payment Card Information

At all times the security and protection of Customer Card data is to be maintained in compliance with Payment Card Industry Data Security Standards. Under no circumstances shall a customer's payment card information be written down or recorded by the Company employee.

To process customer payment card collections and to prevent the recording of card holder data, a field employee must:

- Have the customer directly contact the Company's dispatch. The Company dispatcher will enter the payment and any card holder data directly into the client's billing system for processing; or
- Conference or transfer the customer to the Company's dispatch so the dispatcher can directly enter the customer's payment into the client's billing system for processing.
- If permissible by local system, processes the payment through the client's IVR system with payment card in hand. Usually this is not permissible due to requirement that all payments collected by the Company employee be included in a Company batch.

The Company employees are not permitted to record a customer's payment information in writing or by any other means.

Processing Electronic Check Payments

Field and office employees need to process electronic check payments for client customers. These payments are also referred to as Electronic Fund Transfers (EFT) and are processed as ACH debits from a customer's checking account. EFT payments must be processed in accordance with the National Automatic Clearing House Association's (NACHA) rules.

All customer information must be called into the Company's dispatch. No customer information can be recorded or kept on file. Dispatchers will record EFTs in the billing system and will add a memo to the customer's account as required by client policy.

Prior to processing a customer's EFT payment, the employee must receive verbal agreement from these customers. The employee first obtains required information to process an EFT and then must receive customer's agreement to the following:

You are agreeing to make payment(s) to "*client company name*" electronically as an ACH debit from your checking account. Once submitted the dates and amounts cannot be changed. If you need to cancel the payment you must contact "*client company name*" at least one business day prior to the payment posting. If a payment is being processed immediately, authorization should be considered irrevocable. If you cancel this payment your account may qualify for an interruption of service and you may lose the ability to schedule ACH payments for 6 months. If you have any questions or concerns please contact the Collections Department "*local Company office phone number*". Business hours are 8am-7pm Monday – Friday. Details of payment:

- Date of oral authorization is "99/99/99"
- Date of transaction is "99/99/99"
- Amount of transaction \$xxx.xx
- Last 4 numbers of Bank Account are "xxxx"
- Your name is "*first last*"
- Email Address to use for written notice (if applicable) is "*name@email.com*"

Additionally, customers must give written consent (an e-mail is permissible) prior to the settlement date with a Company approved receipt indicating acknowledgment of the attached disclaimer and the amounts and dates of each EFT. This rule applies to same day and future EFT payments.

Client Contact

Employees should not contact the Company's clients. Any concerns, complaints or suggestions are to be brought to the attention of the Company management for resolution. Only authorized individuals are permitted to contact clients. The Company will comply with applicable federal, state and local law in the enforcement of this policy

Family and Medical Leave Act (FMLA)

Employees who have been employed for at least twelve (12) months by the Company; and have worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins *may* be eligible for family and medical leave under the qualifications of the Family and Medical Leave Act, should the Company location

meet the qualifications necessary to offer this leave. The 12 months of employment does not have to be consecutive, or during the current period of employment. A continuous break in service of seven years or more does not need to be counted when determining eligibility for FMLA.

Employees who qualify will be returned to the same or an equivalent position upon their return from leave in accordance with the provisions established by FMLA.

The Family and Medical Leave Act ensures up to twelve (12) and in some cases, 26 weeks of unpaid leave for qualifying circumstances. Employees may take FMLA leave in blocks of time less than the full 12 (or 26) weeks on an intermittent or reduced leave basis when necessary.

FMLA was signed into law to balance the needs of employers and employees by allowing employees to take an extended unpaid medical leave for serious medical conditions such as pregnancy, caring for a new baby or an adopted child; looking after a sick child, spouse or parent with serious health condition, or when an employee is unable to work because of their own serious health condition. The FMLA also has provisions for military family leave. A qualified employee may: (1) take up to 12 weeks of unpaid leave for certain qualifying exigencies arising out of a covered military employee's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation, and (2) may take up to 26 weeks of leave in a single 12-month period to care for a covered service employee recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

Taking intermittent leave for the placement, adoption, or foster care of a child as well as to care for an injured or ill service employee, or to use leave when a service employee is called to active duty, as outlined in the FMLA expansion provisions, is subject to the employer's approval. Intermittent leave taken for the birth and care of a child is also subject to the employer's approval except for pregnancy-related leave that would be leave for a serious health condition.

Employees requesting qualified Family and Medical Leave use any applicable accumulated, banked and unused vacation, sick, paid time off

(PTO) or any other designated paid leave as part of the twelve (12) or twenty six (26) weeks.

Conditions Triggering Leave

All Employees who meet the applicable time-of-service requirements may be granted a combined total up to 12 weeks, and in some cases 26 weeks, un-paid leave for qualified medical and/or family reasons during any 12 month period. Reasons for leave may include:

- The birth and care of the newborn child of the Employee.
- Placement with the Employee of a son or daughter for adoption or foster care.
- Care for an immediate family employee (spouse, child or parent) with a serious health condition.
- Care for a spouse, son or daughter who is a employee of the Armed Forces, including a employee of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A qualifying urgent need arising out of the fact that a spouse, or a son, daughter or parent of an Employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- To take medical leave when the Employee is unable to work because of a serious health condition, including a Workers' Compensation injury.

In 2010 the National Defense Authorization Act became effective ([H.R. 2647](#)). This new law includes an expansion of the exigency and caregiver leave provisions for military families under the Family and Medical Leave Act of 1993 (FMLA).

- *Exigency Leave:* An eligible employee whose spouse son, daughter, or parent is a employee of the military can take up to 12 workweeks of leave for qualifying exigencies arising out of the military employee's active duty or call to active duty. Eligible family employees are entitled to FMLA leave for qualifying exigencies in connection with the foreign deployment of a service employee. A qualifying exigency consists of financial, legal or childcare issues related to the family employee's call-up or deployment. Prior to the FMLA amendments, this leave was only available to eligible employees of service

employees in the National Guard or Reserves but the final rule extends this provision to families with employees of the regular Armed Forces.

- **Veteran Caregiver Leave:** Family employees taking care of a veteran with a serious injury or illness incurred or aggravated in the line of duty are allowed up to 26 workweeks of FMLA Leave during a single 12-month period. Family employees include spouse, son, daughter, parents and next of kin. Veterans who are undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment are also included.

Under FMLA, the military family leave benefit is available to family employees called to active duty to take up to twelve (12) weeks of leave for several qualifying exigencies. A variety of deployment-related reasons is covered, including:

- Short-notice deployment,
- Military events and related activities,
- Child care and school activities,
- Financial and legal arrangements,
- Counseling,
- Rest and recuperation,
- Post-deployment activities and
- Additional activities where the employer and employee agree to the leave.

Rest and recuperation means that an Employee may take up to a maximum of fifteen (15) days of leave to spend time with a covered military Employee who is on short-term, temporary rest and recuperation leave during the period of deployment.

An Employee's spouse, children (son or daughter) and parents are immediate family employees for purposes of non-military caregiver FMLA.

Duration of Leave

The Company uses a "rolling" 12 month period to determine FMLA leave eligibility. Under the "rolling" method, each time an eligible Employee takes FMLA leave the available leave would be the balance of the 12 (or 26) weeks which was not used during the immediately preceding 12 months.

Military caregiver leave defines next of kin, to include grandparents, aunts, uncles, first cousins, and any relative so designated by the

service employee, not just spouses, parents, and children. All are eligible to take this leave. The 26 weeks can be taken over a 12-month period, with the clock starting to run on the first day of the leave.

This military caregiver leave may be taken only once per injury, but more than one family employee may qualify for it, and each relative may take leave again if there are other injuries. The leave, however, is available only while the service employee remains in the military.

If two spouses are Employees of the same Company, FMLA leave is limited to a combined twelve (12) week total if the leave is:

- To care for the birth of a child, or
- The placement of a child for adoption or foster care.

In all cases, an Employee requesting leave completes the *FMLA – Family/Medical Leave of Absence Request* form available from your Manager and submit it to that Manager. The completed application must state the reason for the leave, the duration of the leave, the starting date and the return to work date.

Any Employee intending to take family or medical leave because of an expected birth or placement of a child, or because of a planned medical treatment, submits an application at least thirty (30) days before the leave is to begin. Moreover, leave for the birth and placement of a child, for adoption, or foster care is concluded within twelve (12) months of the birth or placement. If leave is to begin within thirty (30) days, the Employee notifies his/her Manager as soon as the need for the leave arises.

Employees may take FMLA leave intermittently, or by reducing their normal weekly or daily work schedule, when medically necessary for their own or their immediate family employee's serious medical condition. Intermittent leave for the birth of a child, to care for a newly born child or for placement of a child for adoption or foster care may be available, but may be subject to additional restrictions.

Notice and Medical Certification

Employees must follow call-in policies when planning to miss work absent unusual circumstances.

To have a chronic condition that qualifies for FMLA leave, Employees will have to certify that they visited a doctor at least twice a year for the condition. If an Employee takes leave involving

more than three consecutive calendar days of incapacity plus two visits to a health care provider, the two visits must occur within 30 days of the incapacity.

A *Certification of Health Care Provider* form may be found at the following location:

www.dol.gov/whd/forms/wh-380-e.pdf. This form is used for leave based on the serious health condition of the Employee or the Employee's spouse, child or parent. This form must also be accompanied by a FMLA request.

The applicable health care provider must complete this form. The certification must state the date on which the health condition commenced, the probable duration of the condition and the appropriate medical facts regarding the condition. If the Employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time that will be needed. If the Employee has a serious health condition, the certification must state that the Employee cannot perform the functions of his/her job. In the case of an unforeseen need for family and medical leave, the Employee provides the Company with a completed *FMLA – Family/Medical Leave of Absence Request* form and *Certification of Health Care Provider* form within fifteen (15) days of the commencement of the qualified circumstance or within fifteen days of the request. Medical Certification re-verification may be required by the Company after 60 days of leave under the FMLA policy, and periodically after that point in time as determined by the Company. Requests for this recertification will be mailed to the Employee's home address for completion. Failure to do so will be grounds for denial of the request until such certification is provided. Once an employer has obtained sufficient information to determine whether an employee's leave will be protected by the FMLA, the employer has five business days to notify the employee of the designation. If the required medical certification is not provided to the Company by the Employee within the required time frame, that Employee's leave of absence may not be considered FMLA qualified leave and may result in the loss of the protection provided by the Act. Furthermore, such leave would be unauthorized, subjecting the Employee to discipline up to and including termination. Employees may be asked to complete the *Certification of Health Care Provider* form every thirty (30) days during their FMLA qualified leave. Employees may not accept any other employment while on family and medical leave. In addition, deliberate falsification

of an FMLA leave request may result in disciplinary action up to and including termination.

Employees may be required to perform fitness-for-duty tests when returning from intermittent FMLA leave if doing the job raises a significant risk of harm to themselves or others. If an Employee is injured or ill and placed on light duty, the time on light duty doesn't count against the Employee's FMLA leave entitlement.

Medical Information Obtained Through Other Procedures

Employers may make FMLA leave determinations by considering medical information obtained through inquiries under the Americans with Disabilities Act ("ADA"), paid leave programs, or workers' compensation procedures.

Maintaining Benefits

During a period of family or medical leave, the Employee will be retained on the Company Client Company group health plan under the same conditions that would have applied if the Employee had continued working. To continue health coverage, the Employee continues to make any contributions that he/she would have been making to the plan as if he/she were still working. Insurance premiums are pre-paid at the beginning of each month. Therefore, Employees submit their payments on the first of each month of their absence, but no later than the 30th of the current coverage month. Checks contain the Employee's full name and Social Security Number to assure prompt credit for their payment. All payments must be mailed to the Company. An Employee may lose coverage due to failure of payment for his/her share of the health insurance premium(s) in a timely manner.

Failure to Return after FMLA

If the Employee fails to return to work after the expiration of the leave, the Employee will be required to reimburse health insurance premiums paid on his/her behalf during the family leave, unless the Employee fails to return due to a serious health condition which prevents the Employee from performing his/her job or to circumstances beyond the Employee's control. Furthermore, failure to return to work may lead to discipline, up to and including termination.

Any Employee eligible for family and medical leave will be restored to his/her position or to a position with equal pay, benefits and other terms and conditions of employment as provided

by FMLA. The Company cannot guarantee that a Employee will be returned to his/her original job. A determination as to whether a position is an "equivalent position" will be made by the Company. Any Employee involved in a Workers' Compensation injury which results in lost time from work will be placed on family and medical leave if his/her illness or injury meets the FMLA criteria.

Following a medical leave of absence, Employees present a *Fitness to Return to Duty* certificate from his/her treating physician before returning to work. A note from the treating physician will fulfill this requirement. A Employee will not be permitted to return to work until such a certificate is provided and the required health benefit maintenance will cease upon expiration of the twelve (12) week FMLA.

State laws may have additional categories of qualification for FMLA. Please refer to the U.S. Department of Labor FMLA Summary for more information concerning the Family and Medical Leave Act. This fact sheet can be obtained by visiting the website:
www.dol.gov/whd/regs/compliance/whdfs28a.htm.

Gossip and Slander

Gossip is passing along (either orally or in writing) of facts about another person, which may be personal, intimate, sensational and/or confidential in nature. Slander is the speaking of false and malicious words concerning another person that results in injury to the other person's reputation.

Gossip and slander may be disruptive in the workplace and may lead to bad feelings or result in harm to others. Gossip and slander are unacceptable behavior in the work environment, thus, the Company discourages either one among its Employees. A Employee who originates or repeats gossip or slander will be disciplined for his/her role in instigating or perpetuating it. Violation of this policy will lead to discipline up to and including termination.

If you are the target of gossip/slander, you can report it to your immediate Supervisor/Manager. In the event of an investigation, Employees cooperate and offer any information that is true to the best of the Employee's knowledge. Employees will sign statements of Confidentiality and Non-retaliation when providing any verbal or written statements or other documentation in connection with the investigation.

Housekeeping

Employees take pride in their workplace and as thus maintain a presentable appearance for customers, vendors, guests and everyone working in the environment. Therefore, Employees are encouraged to ensure that both their individual work areas and the entire work environment are maintained in a clean and efficient manner. Furthermore, Employees showcase their personal memorabilia appropriately for the workplace.

Common areas such as bathrooms, kitchens and break rooms require the attention of all Employees who has access to them. Employees clean up after themselves and/or any guests they may invite to use the Company facilities. Employees are encouraged to surveillance their environment to see if there is something that they can do to improve the appearance of the workplace by lending a hand in keeping the common areas clean and free of clutter.

Internet, Email and Employee Privacy

The Internet is a powerful tool that allows Employees to connect to information and resources around the world. Access to the Internet is provided to Employees for the benefit of the Company and its customers and vendors. Every Employee has a responsibility to maintain and enhance the Company's public image, and use the Internet and email in a productive manner. The Company provides the following guidelines to ensure that all Employees are responsible Internet and email users. Violation of this policy will result in disciplinary action up to and including termination.

All communication mediums are used for professional reasons only. Internet Relay Chat channels may be used to conduct official business, or to gain technical or analytical advice only. Databases may be accessed for information as needed in accordance with the Company's guidelines. Sending and receiving email and using websites that do not directly relate to a business purpose or subject is prohibited unless specifically authorized in writing by the Company. Furthermore, the electronic mail system cannot to be used to create any offensive or disruptive messages. The electronic mail system cannot be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar materials without prior authorization of Management. To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of

any software. Software downloads require the approval of Management.

Employees are responsible for using the Internet in an ethical and lawful manner. The Internet cannot be used for personal gain or advancement of individual views. Use of the Internet cannot disrupt the operation of the Company's network or the networks of other users. In addition, Internet usage cannot interfere with your productivity or the productivity of others. Each Employee is responsible for the content of all text, audio or images that he/she places or sends over the Internet. Fraudulent, harassing, discriminatory or obscene messages are prohibited. Information published on the Internet cannot violate or infringe upon the rights of others. No abusive, profane or offensive language transmission is allowed.

Unless otherwise provided by the Company's own written policy, all messages created, sent or retrieved over the Internet are the property of the Company and should be considered public information. Others outside the Company may also be able to monitor email and Internet/Web access. Email and Internet/Web access are not entirely secure and are considered public information.

Employees safeguard confidential information of the Company, as well as that of customers and others, from disclosure. The Company respects the individual privacy of Employees. However, that privacy does not extend to a Employee's work-related conduct or to the use of company-provided technical resources or supplies. The Company's computer, voice mail, email or telephone systems, and the data stored on them are and remain at all times the property of the Company. As a result, computer data, voice mail messages, email messages and other data are readily available to numerous persons. If, during the course of a Employee's employment, he/she performs or transmits work on the Company's computer system and/or other technical resources, his/her work may be subject to the investigation, search and review by others in accordance with this policy. All information including text and images may be disclosed to law enforcement or to other third parties by the Company without prior consent of the sender or the receiver.

The Company may use a location tracking system such as a global positioning device, to monitor the use of Company vehicles and evaluate Employee's performance. Information

collected may help dispatchers maximize efficiency by coordinating drop-off and pickup routes. Employees monitored by this type of system will be asked to sign an acknowledgement statement explaining the system and the details of how the collected information may be used. The Company may also install and use cameras and recording devices as a surveillance tool in the workplace to monitor Employee's performance, safety and/or fraud or unlawful activity. Employees will be notified of any surveillance activity taken by the Company. Employees will sign off on a notice, which indicates:

- The kind of surveillance to be carried out (camera, computer or tracking)
- How the surveillance will be carried out
- When the surveillance will start
- Whether the surveillance will be continuous or intermittent
- Whether the surveillance will be for a specified limited period or ongoing

Surveillance is prohibited in any changing room, bathroom facility, shower or other bathing facility in the workplace. Surveillance of a Employee not at work is prohibited, unless the Employee is using equipment and/or resources supplied and authorized by the Company.

Social Computing Guidelines

Social computing tools can expand communication opportunities for Employees and provide alternative venues to build professional business relationships which can be a critical component of the success of a Company.

If a Employee chooses to create or participate in a blog, wiki, social network, virtual world, or any other online collaboration, the following guidelines will apply:

- Know and follow the Company's Code of Conduct and Privacy Policies
- Understand that you are personally responsible for the content you publish on blogs, wikis, social networks or any other user-generated media. Be mindful of what you write and know that it will be available to the public for a very long time; keep your professional integrity and protect your privacy.
- Identify yourself using your name and if relevant, your role at the Company, when you discuss the Company, Clients or Company-related matters. Write in the first person. Make it clear that you are speaking

for yourself and not on behalf of the Company. Meet or exceed the same professional standards and values expected of all Employees.

- If you publish content to any website and it has anything to do with the work you do or subjects associated with the Company, use a disclaimer such as this: "The postings on this site are my own and do not necessarily represent the Company's positions, strategies or opinions."
- Comply with all copyright, fair use and financial disclosure laws.
- Ask permission to publish or report on conversations that are meant to be private or internal to the Company to maintain confidential or proprietary status.
- When making a reference, link back to the source, instead of citing or referencing Clients, Employees, partners, vendors, etc. without their approval.
- Respect your audience. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory – such as politics or religion.
- Find out who else is blogging or publishing on the topic, and cite them.
- Be aware of your association with the Company in online social networks. If you identify yourself as a Employee, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and Clients.
- Do not bully or pick fights and be the first to correct your own mistakes.
- Add value to the conversation by providing worthwhile information and perspective. The Company's brand is best represented by its people. What you publish should reflect that.
- Rely on the Directors of the Company to manage the profile data as it appears on these sites and take responsibility to notify your Supervisor or Manager if you witness any incorrect or non-compliant data, harsh or disparaging remarks, or commentary that is out of line with these guidelines.

Driver Policy

The Company is concerned for the safety of Employees while driving during the course of business. This policy applies to all Employees

who use personal vehicles for business purposes.

Operating Motor Vehicles Safely

Employees driving on the Company business-- whether in a Company-owned or leased vehicle, a rented vehicle, an Employee's own vehicle, or any other vehicle--are not permitted to engage in unauthorized activity or travel. The use of Employer-owned or leased vehicles and rental of vehicles for the Company business are limited to authorized Employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

It is the sole responsibility of the driver to follow all posted signs and state driving requirements. Vehicular tickets and/or fines are the responsibility of the driver and are not reimbursable by the Company.

Safety Issues for Cellular Phone Use

The Company values its employees and the safety of other third parties, and accordingly expects employees to put safety first while driving. While using a wireless telephone, drivers are encouraged to use a hands-free device. Texting while driving is strictly prohibited. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free equipment, refrain from discussion of complicated or emotional discussions, and keep their eyes on the road. Special care should be taken in situations where there is heavy or erratic traffic, inclement weather or the employee is driving in an unfamiliar area.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone and hands-free device for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone

while driving will be solely responsible for all liabilities that result from such actions.

These are standard operating procedures and any violation of the above guidelines by an employee will be subject to disciplinary action, up to and including termination of employment.

Operation of Vehicles – Insurance Requirement

Each Employee agrees that at all times he/she will maintain vehicle liability insurance. Liability coverage on any vehicle used to perform job duties must have policy limits of not less than the statutory limits for the state which the employee works.

On or before date of hire, each Employee will provide the Company a declaration page verifying the limits and term of the policy. If any changes, additions, or deletions are made to the policy during its term, the Employee is required to immediately provide an updated declaration page from the policy. Employees will also be required to provide an updated declaration page at the end of each policy term or upon request. Any Employee who does not have an approved declaration page will not be permitted to perform field work. Additionally, the Employee will be subject to disciplinary action up to and including termination.

Valid Driver's License

All Employees authorized to drive to conduct the Company business, must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, the Company or its insurance carrier may request reports from the relevant government agencies regarding the license status and driving record of Employees whose job responsibilities include driving. In the event that the license status or driving record of any Employee whose job responsibilities include driving becomes unacceptable to management or the Company's insurance carrier, that Employee may be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

A valid driver's license must be in your possession while operating a vehicle off or on the Company property. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits.

Personally Owned Vehicle (POV) – Hold Harmless Agreement

Employees driving POV's on Company business must agree to hold the Company harmless from any and all loss or damage to any motor vehicle owned, leased, rented or borrowed by Employee while being operated during any job assignment for the Company, or while to or from any such assignment.

An employee agrees that at all times he/she will maintain vehicle liability insurance satisfactory to the Company on any motor vehicle used by him/her during job assignment. Employee will provide the Company a certificate of insurance evidencing this coverage and the Company reserves the right to ask for updated evidence of this coverage at any time. Employee further agrees that any vehicle liability insurance purchased by the Employee or any other party for the benefit of the Employee to cover such vehicle is, for insurance purposes, primary with regard to any claims for bodily injury or property damage made by any party, including Employee, arising from the use, ownership or maintenance of these vehicles. The Company's vehicle liability insurance will respond to a claim for a loss only after Employee's or other available vehicle liability insurance are exhausted, and then only if any such loss or damage results from the negligent act omission of the Company or its employees.

Employee agrees that he/she will maintain vehicle in proper working condition, including, but not limited to lights, brakes, tires, etc.

Mileage Reporting

Employees driving a POV while conducting company business should promptly submit documentation to report the number of miles driven on the Company business. Field Employees are to report such mileage on the Weekly Time and Mileage Sheet. The Company will pay mileage reimbursement according to the reimbursement policy. Employees are expected to observe these policies while driving on the Company business, even if operating their own vehicles or other vehicles not owned, leased, or rented by the Company.

Job Performance Reviews

Performance evaluations by the Company are an important part of a Employee's employment record. The evaluation process provides an objective and fair way to determine each Employee's effectiveness on the job.

Performance evaluations are used to discuss work standards, areas of strength and weakness, recommended improvements and possible growth opportunities. They also allow a Employee to discuss and evaluate their own performance.

Evaluations may be conducted at any time as deemed appropriate or necessary by the Company. Evaluations are typically scheduled during the first 90 days of employment and annually but may occur at any other times on a scheduled or non-scheduled basis. Evaluation criteria include, but are not limited to:

- Attendance
- Job performance
- Attitude/Behavior
- Interaction with other Employees, Supervisors, Clients and customers

A copy of the evaluation will be included in each Employee's personnel file. Wage adjustments may or may not be associated with evaluations and are made at the discretion of the Company. The Company's failure to review a Employee at any regularly scheduled time does not entitle the Employee to receive a raise retroactive to the date the review should have occurred.

Jury Duty

The Company encourages Employees to serve on jury duty when called. If a full-time regular employee is required to serve on jury duty, he/she will be allowed time off without pay to complete the jury service. Employees must notify your Management as soon as a notice or summons from the court or a subpoena is received, or as soon as it is known jury duty will be extended. Jury duty leave will be unpaid unless mandated otherwise by local ordinance or state law.

All Employees are allowed unpaid time off if summoned to appear in court as a witness. To qualify for either jury or witness duty leave, an Employee must submit to his/her Supervisor a copy of the summons as soon as it is received. In addition, the Employee must also submit to the Employee's Supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against Employees due to their service as either a juror or witness in state or federal courts.

Licensing and Certification Requirements

Employees are responsible for maintaining valid licenses or certificates as required by their industry or profession. Some positions require proof of a valid driver's license, a driver's examination, a driving record check and/or a certificate of vehicle insurance. Some positions may require Department of Transportation (DOT) certification, physical examination, bonding, CPR certification, licenses or other job-related requirements or tests. For these positions, failure to maintain (or obtain, if applicable) the required qualifications will be cause for immediate termination.

Drivers in some work locations may also be required to meet certain qualification tests. Failure to meet qualifications for insurance purposes will be cause for termination, if the Employee cannot fulfill the requirements of their position.

Military Leave

Federal and state laws have been established to protect Employees who are called or volunteer for military service. The Company will afford each Employee all rights guaranteed by these laws. Employees requiring a military/reserve duty leave of absence complete the *Military Leave of Absence Request* form available from the Company and submit to his/her Manager/Supervisor as soon as possible.

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees the rights of military service employees to take unpaid leaves of absence from their civilian jobs for active military service and return to their jobs with accrued seniority and other employment protections. USERRA does not distinguish between volunteers and those ordered to active duty status. Under USERRA, Employees are required to provide their Company timely written notice of their need to perform military service, unless giving notice is impossible or precluded by military necessity; and upon request, provide the appropriate documentation including a copy of their military orders. Employees who have been on active duty should also apply for reemployment within a set time after release from military service.

If service is 30 days or fewer, the Employee returns to work on the first day following release from military service.

If service lasts between 31 and 180 days, the Employee can reapply within 14 days of completion of military service.

If service lasts between more than 180 days and up to a period of 5 years, an application for reemployment can be submitted within 90 days of release from service. In addition, the Company may require proof of honorable discharge and proof that the Employee has not exceeded five years of service. Exceptions to the five (5) year rule may apply especially during a time of national emergency. Exceptions to the ninety (90) day rule may also apply to those Employees who are convalescing from injuries received while on active duty.

Depending upon the amount of active military service required, the Company provides the following to qualified Employees:

- Upon return from active duty, reinstatement to the position the Employee would have held if his/her continuous employment had not been interrupted for military service (long standing "escalator" principle).
- The Company is required to make reasonable efforts to enable Employees attend training or retraining in order to refresh or upgrade their skills to assist the Employee in re-qualifying for reemployment. Alternative positions can be offered if the Employee does not qualify for the "escalator" position.
- If Employee's length of military service is less than 31 days, there is a continuation of medical benefits under the same terms and conditions as when actively employed.
- If Employee's length of military service is 31 days or more, there is an optional continuation of medical benefits for a period of 18 months, but the Employee may be required to pay up to 102% of the full premium.
- All seniority, rights and benefits will be reinstated upon return to work as if the Employee had remained continuously employed.

Employee Information

Employees are responsible for reporting changes in name, address, telephone number, number of dependents or marital status to your manager immediately. Employees complete a new W-4 and give it to their manager to make changes to federal withholding exemptions. In order to assure the timely delivery of W-2s to Employees' home addresses, Employees can review their

account and complete the necessary forms needed to update their personal information.

Employees who would like to add/delete a family employee to/from the health insurance plan (where applicable) can notify their manager. Under IRS Section 125 Cafeteria Plans, elections made during the current benefit year remain in effect unless the Employee experiences a qualifying event. See Chapter 8, Employee Benefits, for additional information.

Parking

Convenient parking is limited at some work locations. Employees park in areas designated by the Company.

Property and Use of Equipment

All the Company property--including but not limited to, desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, tools and vehicles--must be used properly and maintained in good working order. Employees are responsible for safekeeping all equipment, tools and uniforms furnished to conduct their jobs. Sometimes, a security deposit may be required to ensure the safe return of tools, equipment or other items placed in their possession. Additionally, the Company may require individual Employees to sign for all assigned company property. In the event of willful negligence, including loss or destruction of Company property, the individual Employee may be required to replace or reimburse the Company for the assigned property and may be subject to discipline, up to and including termination. All damage or loss of equipment is reported to the Employee's Supervisor immediately. Equipment and supplies may not be removed from the worksite without proper approval. All equipment, tools and uniforms are returned before or at the time the final paycheck is issued, if employment is terminated. If applicable, any security deposits will be returned in the final paycheck. Should the Company property in a Employee's possession not be returned upon the Employee's termination from employment, the value of such items will be deducted from the Employee's final paycheck to the extent allowed by Wage and Hour regulations. Employees are responsible for paying any balance owed.

Search

The Company reserves the right to conduct reasonable searches of offices, desks, file cabinets, lockers or other containers provided by or used in connection with the business of the Company, or any Company motor vehicle, as well as any package, purse, briefcase, toolbox, lunch box, pocket or other container brought onto any worksite. Searches shall be for work-related purposes, or for purposes of investigation into work-related misconduct, or pursuant to the Drug-Free Workplace Policy (see Chapter 7). Searches under this policy will be handled with discretion and consideration for the affected Employee. Any Employees who refuse to consent to such a search may be subject to disciplinary action, up to and including termination.

Smoking

For Employees in the following states, see state-specific policy: New York

For the health and comfort of the Employees, smoking or vaping is prohibited inside all the Company facilities.

Smoking or vaping will only be permitted during periods established by your Supervisor. Employees may only smoke or vape in a designated area. The designated area will be at least 25 feet from the Company office.

Telephone

The Company telephones are used for official company business. Friends and relatives are discouraged from calling during working hours unless there is an emergency. Telephone calls to and from Company facilities may be monitored by the Employer to ensure quality and customer satisfaction.

Voice mail and telephone systems and the data stored on them are, and remain at all times, the property of the Company. As a result, voice mail messages and other data are readily available to numerous persons and are subject to searches and reviews. Always use good telephone manners, especially when dealing with the public. Identify yourself and the office in a pleasant, helpful tone. Be courteous and limit conversations to the intended subject. Since the first contact many people have with your Company is by telephone, it is important to leave a positive impression.

Theft

Theft of any kind is not tolerated and is strictly prohibited. Theft harms the Company and all Employees, not only through monetary or material losses, but also through diminished trust and support. Employees suffer when theft forces the Company to place more restrictions and internal controls in the workplace. Theft can include stealing from co-workers, taking office equipment or other property, embezzlement and fraud. A Employee may not remove Company property, samples, or any other items belonging to customers, or co-workers without a receipt or authorization form signed by his/her Manager. Unauthorized removal of a customer's, co-workers' or the Company's property is strictly prohibited. Violation of this policy will result in disciplinary action, up to and including termination.

Time Off

Paid Time Off

The Company provides eligible Employees with paid time off (PTO) for planned time away from work. Full-time Employees are granted PTO in accordance with the schedule below. Part-time and temporary Employees are not eligible for PTO.

PTO is granted on the Employee's anniversary date, based on tenure with the Company and cannot be used prior to being granted to the Employee.

PTO must be scheduled 2 weeks in advance for requests involving multiple days off, and 1 week in advance for requests involving a single day off. Requests for PTO must be made in writing on the Company's request form. Approved time off will be scheduled so as to provide adequate coverage of job and staff requirements.

Management will make the final determination in this regard. PTO can be used for any day that would be a normal scheduled workday (i.e.- Employee scheduled to work Mon-Sat can't take Sunday as PTO; a Monday holiday can be used)

Unused PTO on the Employee's anniversary date will not carry over to the subsequent year. Unused PTO will not be paid out while employed or upon termination, except where mandated by state law.

Employees will earn PTO based on tenure, and will be paid when used per the schedule below:

Tenure	PTO Granted	PTO Compensation Rate	
		Technicians	Non-Technicians
After 1 year	3 days	Flat Rate per day	Hourly wage for 8 hours per day, or equivalent daily wage
After 2 years	6 days	Flat Rate per day	Hourly wage for 8 hours per day, or equivalent daily wage
After 5 years	12 days	Flat Rate per day	Hourly wage for 8 hours per day, or equivalent daily wage
After 10 years	18 days	Flat Rate per day	Hourly wage for 8 hours per day, or equivalent daily wage

PTO is not granted while Employee is on any approved Leave of Absence. PTO days are not used in calculating overtime hours.

Any employee who was rehired within 12 months of his/her termination date will have his/her time bridged to their original hire date for purposes of determining tenure. Any employee who is rehired more than 12 months from termination date will have PTO tenure based on date of rehire.

PTO for Employees in New York is addressed in Appendix A.

Other Time Off

Certification by your health care provider is required for absences due to your illness or injury of 3 or more consecutive workdays or for intermittent absences due to the same reason. A health care provider's certification is also required prior to return to work after one of those absences. A health care provider's certification may also be required in other circumstances. It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including workers' compensation insurance and/or any short-term disability insurance benefits for which you qualify.

Employees who do not have enough PTO available to cover time off may request unpaid leave. The request must be submitted 2 weeks in advance for multiple days off, and 1 week in advance for a single day off. Time off will be scheduled so as to provide adequate coverage of

job and staff requirements. Management will make the final determination in this regard.

Funeral or Bereavement Time Off

Any Employee may take up to 3 consecutive workdays off following the death of the Employee's current spouse, parent, child, sister, brother, grandparent, mother-in-law, father-in-law, daughter-in-law, or son-in-law. If Employees have accrued PTO, they may use it at this time.

Visitors During Working Hours

For safety and insurance reasons, friends, relatives and customers are not permitted in areas restricted to employees only, unless authorized by Management. Unattended children are not allowed on the premises at any time. Any Employee who is found to abuse the visitation policy will be disciplined up to and including termination.

The workplace includes the Company office and all personally owned vehicles while in use to conduct company business.

See also Chapter 6, Safety and Security; sub-section "Security," regarding visitors.

Voting/Election Time

It is the policy of the Company to permit Employees to be absent from work to vote in local, state or national elections. Most employees should be able to vote during nonworking hours. In the rare event an employee cannot reach the assigned polling place outside of work hours, the employee will be permitted paid time off to vote. The time off to vote may not exceed three (3) hours. Employees must apply for voting time leave before noon the day before the election. Evidence of voting may be required.

Weapons in the Workplace

In an effort to promote and maintain a safe workplace free from threats, coercion or violence of any kind, the Company prohibits weapons in the workplace, unless specific state laws dictate otherwise. Please contact your manager to determine if your state has more restrictive or different laws regarding weapons in the workplace.

Employees do not carry guns, explosives, ammunition or any other dangerous or potentially dangerous weapon, object or substance inside any Company facility, office, in

any Company vehicle or at any Company-sponsored event.

Unless otherwise restricted by state law, the policy for all Employees is the following: Employees, visitors and other third parties who work in, or visit a Company office are not permitted to possess guns, ammunition or any other dangerous or potentially dangerous weapon, object or substance inside any Company facility, office, in any Company vehicle, at any Company-sponsored event or anywhere on any Company-owned property.

Furthermore, the Company may conduct searches when the Company feels that a person is in possession of a weapon, explosive or any other device, instrument, substance (or any object prohibited by this policy) that may be capable of causing or producing injury or death.

Violation of any part of this policy, including any refusal to consent to be searched, is grounds for discipline up to immediate termination of employment. Violations by non-Employees will result in their immediate removal from the Company premises and filing of appropriate charges.

Employees report any violation of this policy to his/her Supervisor or Manager immediately. This policy also extends to vendors, visitors and other third parties on Company property.

Chapter 6: Safety and Security

Policy Statement

The Company considers the safety and health of each Employee to be of primary importance, as well as the protection of the general public where interaction is necessary. Workplace safety and incident prevention involves the well-being of each Employee, in addition to affecting costs and profits. Incidents and unsafe working conditions lead to Employee dissatisfaction, loss of good will and interference with work plans. The Company Management and Supervisors oversee the safety program at the worksite; however, everyone is responsible for workplace safety.

Safety Policy

The goal of the Company is to provide each Employee with a safe and healthy workplace. Everyone including Management and Employees are responsible for safety. Employees are expected to use good judgment in all work performed. A safety program by itself will not eliminate incidents. It takes a team effort to recognize job hazards and cooperation to eliminate risks and ensure safe work procedures are followed. Employee commitment is necessary for an incident-free workplace.

Employee Responsibility

It is important to understand that safety and incident prevention begins with you. You are required to work in a manner that ensures your personal safety, as well as the safety of your co-workers. Compliance with the following safety rules is necessary for safety and incident prevention.

Workplace Safety Rules

1. No alcohol or drugs will be used on the Company premises at any time.
2. Work areas are clean and neat at all times.
3. Proper lifting techniques are used or seek help with heavy loads.
4. Required personal protective equipment (PPE) is used at all times.
5. Tools, machines and equipment are inspected prior to each use.
6. Do not use damaged or defective tools, machines and equipment.
7. Do not remove or bypass guards or safety devices.
8. Only operate machines and equipment with authorization from Management.

9. Do not make repairs unless authorized by Management.
10. Always use the right tool, machine or equipment for the job.
11. Horseplay, fighting and practical jokes are prohibited.
12. Use the proper safety device to reach overhead items/materials instead of climbing up on pallets, forklifts, etc.
13. Follow all fall protection requirements.
14. Report all hazardous conditions to Management.
15. Report all incidents immediately to Management.
16. Wear seatbelt where provided.
17. Follow all workplace safety rules (written and unwritten).
18. Report any threats of violence or violent actions by Employees, previous Employees or any employee of the public immediately to a employee of Management.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact your Supervisor for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Due to safety risks associated with gaffing and use of pole steps, Employees of the Company are not permitted to gaff poles or utilize pole steps.

Any workplace injury, accident, or illness must be reported to the Employee's Supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, Management will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

Any Employee who does not follow the aforementioned procedures may be disciplined in accordance with the severity of the infraction, up to and including termination of the Employee.

Recording Devices

The Company prohibits the unauthorized use of recording devices such as tape recorders, video cameras, camera phone and other photographic,

video, or voice recording devices on or off company premises, if such a device is used to record, tape or photograph the Company personnel or operations.

Chemical Safety and Your Right to Know

The Occupational Safety and Health Act (OSHA) of 1970 mandates employers identify all hazardous or toxic chemicals in the workplace and indicate the proper procedures for safely handling them. Employees are required to comply with all aspects of the law. Should you believe that you might be exposed to a hazardous substance, you have the right to ask the Company the identity of the substance and receive information about its danger and possible health effects. Material Safety Data Sheets (MSDS) provides such information, along with safe ways to handle chemicals. Ask your Supervisor to review them with you. If not immediately available, the Company will obtain them within seven (7) working days. The law also requires that a written Hazard Communication Program be developed by the Company and made available for your examination upon request. A current OSHA Summary (not the OSHA 300 Log) must be posted in your workplace location(s) annually by February 1st until April 30th. This enables all Employees to review any incidents that occurred during the previous year.

Hazard Communication Program

A Hazard Communication Program is designed to protect workers from hazardous or potentially toxic substances. The three basic elements of the program include:

1. Warning labels on containers
2. Material Safety Data Sheets
3. Employee training on the proper handling, use, storage and transportation of chemicals.

Details of the Company's program can be obtained from your Supervisor or your Company's Hazard Communication Coordinator. Each program will contain the following information:

1. The identity of chemical substances with which you may be working with or handling.
2. Material Safety Data Sheets that tell you about chemical substances and where they are located.
3. When training will take place.
4. The protective measures and equipment that is required for each chemical.

5. How outside contractors are informed and comply with the program.
6. Special precautions for infrequent use.
7. Information and review of manufacturer's scientific studies for each chemical substance.

Both the Employee and the Company share responsibilities in protecting the Employee against chemical exposures. A Employee's responsibility begins with reading Material Safety Data Sheets, labels and following the procedures provided by their Company. If any information is unclear, ask for clarification from your Supervisor.

Evacuation and Emergency Action Plan Emergency Evacuation Plan

An Emergency Evacuation Plan has been developed for all employees' safety and protection. The safe movement of a large number of employees during an emergency situation is critical and should not be taken lightly.

Employees should follow evacuation routes in the workplace. Employees should contact their Manager or Supervisor if they have questions on emergency evacuation plans.

Employees should familiarize themselves with primary and secondary exits from their workstations. No elevators will be in operation during an emergency evacuation. An employee who needs help exiting the building should notify his or her Supervisor, so the Supervisor is prepared to assist the employee during an emergency evacuation.

All supervisors should communicate the appropriate meeting place to employees under their supervision to ensure that all employees are aware where they are to meet once they are outside the building or in the designated area in case of emergency.

Fire

Employees who discover a fire must immediately take the following steps:

1. Assess the situation quickly and do the following if it can be done safely.
2. Activate the nearest Fire Alarm Pull Station.
3. Call the local fire department and report the location of the fire.
4. Only if small fire, use available extinguishers to put out the fire.

Everyone must evacuate the building immediately upon hearing the fire alarm, which is an audible alarm and flashing lights located throughout the building, or upon notification by management or designated employee. The following procedure must be followed:

1. All employees must immediately proceed to the nearest available exit and evacuate the building. Everyone should leave the building in a calm, orderly manner; no running, pushing, or crowding will be tolerated. Supervisors will be held responsible for the conduct of their employees.
2. Management should ensure their designated areas have been vacated, assisting individuals as necessary, and proceed to the nearest exit.
3. Everyone must leave the building through the nearest exit and proceed to an area at least 100 feet from the building. Do not go back into the building until the "all clear" has been given.

Security

The Company advocate safety and security in the workplace. To ensure the safety of all Employees, all suspicious activity or persons on Company property are to be reported to a Supervisor and security person.

Seek Management/Supervisory approval before admitting a visitor onto the Company property. Company visitors should be met at the building/office entrance and escorted while on Company premises. When the visit is over, visitors should be escorted to the appropriate exit.

To ensure the safety of all personnel, Employees do not provide personal details about other Employees (i.e., work schedule, absences, home phone or address, etc.) when responding to inquiries for information from other sources, such as other companies, or the general public. All worksite entrances and exits should be secured at all times. To ensure the safety of personal items, do not leave valuables where theft might occur.

Any threats received by mail, telephone, email or made by another Employee, visitor and/or customer are considered real and serious and should be reported to Management immediately. If a disturbance or threat to physical safety occurs, use the following guidelines:

- Call local law enforcement

- Notify Management or security for your Company
- Do not risk your safety, or the safety of others, to resist a robbery attempt or apprehend a suspect.

Take precautions to ensure your safety and security:

- **BE ALERT** – A criminal with the intent to mug is much more likely to choose an unwary person as a victim rather than someone who is walking purposefully and is obviously alert to their surroundings. A mugger counts on the element of surprise. Violent Crime and Violence in the Workplace

The Company recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential commission of a violent crime in the workplace may threaten the safety of employees as well as customers. Therefore, due to the Company's concern for the safety of Employees and customers, it is important that Employees maintain on-going awareness regarding the signs of developing violence, follow the Company's security guidelines, and recognize the appropriate steps to take to prevent violence. It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all Employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any Employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any Employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an Employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that Employee will be subject to immediate discharge.

Employees within the Company share the responsibility in identifying and alleviating threatening or violent behaviors. Any Employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to his/her Supervisor or a employee of management or Human Resources. Employees must assume that any threat is serious. If you

as an individual feel threatened and need protection, do not hesitate to report the situation to a Supervisor. Any threat reported to a Supervisor should be brought to the attention of management and Human Resources. The Company will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

The Company's prohibition against threats and acts of violence applies to all persons involved in the Company's operation, including, but not limited to, personnel, contract and temporary workers, and anyone else on Company property. Violations of this policy by any individual on Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

Prevention is the threshold measure to protect employee and customer safety. Accordingly, make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police. In the unfortunate event of a violent crime on Company property, remind employee to stay calm and try to avoid escalating the situation. Employees are encouraged to concentrate on the perpetrator's physical features, dress, voice, automobile, etc., in hope of later identification.

If you are the victim of violent crime, do not attempt to follow or catch the perpetrator. Once

you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can about the incident and the perpetrator. Employees are expected to cooperate fully with law enforcement authorities after the occurrence of an incident. Employees report any incidents to their manager immediately.

Chapter 7: Drug-Free Workplace Policy

Purpose

The policy of the Company is to maintain a drug-free workplace. As a condition of continued employment, all Company employees must comply with this policy. The term “workplace” is defined as Company property, any Company sponsored activity or any other site where the employee is performing work for the Company or representing the Company. The term “drug” as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting Human Resources.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

Statement of Drug-Free Workplace Policy (DFWP) – All Other States

The Company expects that Employees will

perform their duties safely and efficiently in a manner that protects their interests and those of their coworkers. The use, possession, sale, transfer, acceptance, solicitation or purchase of illegal drugs at any time is strictly prohibited. Additionally, the use, possession of an open container, personal sale, transfer or acceptance of alcohol on the Company property or while performing the Company business is strictly prohibited. Employees are prohibited from reporting to work under the influence of alcohol, and/or consuming alcohol during their scheduled work shift, including break and meal periods. With this in mind, the Company hereby states to all job applicants and employees its drug and alcohol rules and policy. The Company further advises and notifies all job applicants and employees of its establishment and maintenance under applicable state law of a DRUG-FREE WORKPLACE AND TESTING PROGRAM. You are required to be thoroughly familiar with and adhere to all of the following.

As provided below, this program involves certain types of employee drug testing.

The Company, as a condition of employment, maintains and enforces the following rules:

- No employee shall at any time, whether engaged in work on behalf of the Company, or not, manufacture, possess, use, sell or distribute any drug the manufacture, possession, use, sale or distribution of which is illegal under any law of any state or any law of United States of America. This rule will be enforced regardless of whether the acts or events giving rise to its enforcement result in arrest, prosecution or conviction.
- No employee will report for work or will engage in any work while under the influence of any drug, illegal or legal, including alcohol, except with prior knowledge and approval of management. Such approval will be limited to lawful medication, and will be based on an assessment of the ability of the employee to perform assigned duties safely and in accordance with the standards prescribed by the Company.
- The probable penalty for any violation of either rule by an employee will be termination.

Drug Testing and Confirmation Testing

To enforce these rules, and to meet the requirements of applicable state law and the applicable rules, the Company will, under the following described circumstances, require job

applicants and employees to undergo drug testing and confirmation testing. Such testing will be for usage of illegal drugs, some of which are listed below, as well as for abuse of legal drugs, including alcohol.

The following are among the illegal drugs which may be the subject of drug testing and confirmation testing of employees:

- amphetamines;
- cannabinoids;
- cocaine;
- phencyclidine (PCP);
- hallucinogens;
- methaqualone;
- opiates;
- barbiturates;
- benzodiazepines;
- synthetic narcotics;
- designer drugs; and
- a metabolite of any of the substances listed above.

The Company is authorized to and will conduct the following types of drug tests:

Job Applicant Testing

All applicants for employment will be required to take a drug test as part of the pre-employment process. The Company may refuse to employ any applicant who refuses, after being asked, to take such a test. The Company will not employ an applicant who has a positive confirmed test which is not satisfactorily explained as provided below. A job applicant who is refused employment in connection with this policy cannot reapply for employment with the Company within one (1) year of the date of the job application with the Company.

Reasonable Suspicion

The Company will require testing of all employees for illegal drug use and for improper use or abuse of legal drugs upon reasonable suspicion that an employee has used an illegal drug or has engaged in improper use or abuse of a legal drug, such as, but not limited to alcohol. As used and applied in this program, the term "reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used (or is abusing or has abused) drugs in violation of the Company's rules and program drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

Such facts and observations may include observable phenomena while at work, such as direct observation of drug use or physical symptoms/manifestations of being under the influence of drugs, reliable and credible reports of drug use, evidence that an employee has tampered with a drug test, information that an employee has caused or contributed to causing an accident while at work, or evidence that an employee has used, possessed, sold, solicited or transferred drugs while working, on the Company's premises and/or operating the Company's machinery, equipment or vehicle. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. The Company will keep a record of the circumstances giving rise to all determinations that reasonable cause existed for drug testing.

Follow up Testing

Any employee who, in the course of employment, enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program must be tested as a follow up to such program and periodically thereafter for up to two years. By "periodically" is meant, at the Company's discretion, quarterly, semi-annually, or annually.

Post-Incident Testing

Employees who cause, contribute to, or are involved in an incident in the course and scope of employment that results in injury to the employee or another person and may or may not require medical attention by a licensed physician, will be drug tested. Additionally, if an employee is involved in an incident that results in physical damage to the Company property, product, equipment or machinery, they will be drug tested. Alcohol testing is conducted within eight (8) hours and drug testing is conducted within Twenty four (24) hours of the incident (hours may vary by state).

An employee, who is unable to submit to testing at the time of an incident due to the seriousness of his/her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in their system. An employee's signature on the *Employee Agreement* constitutes authorization.

Other Testing

The Company's Client policies, may, at times, require drug testing of the Company's employees at periodic intervals. The Company will require drug testing of its employees, in accord with the policies and procedures of the Client and in compliance with applicable law. To the extent that a local client's policies or procedures are more stringent than those set forth herein, the client's drug testing policies and procedures control.

Testing Laboratory

All testing will be done by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory in accordance with applicable state law.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, and all related matters received or learned by the Company in connection with or as a result of this program or any drug testing of any the Company employee are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with rules developed under the Workers' Compensation Law or in determining compensability under that law. Management and all other personnel who know of the drug testing of an employee or of the result are required to maintain total confidentiality: the results and related matters are to be discussed and known only by those who are required to have such knowledge in the course of their duties on behalf of the Company. Written materials pertaining to testing do not go into personnel files but will be sealed and kept until no longer necessary.

Medication Reporting

The Company has a Medical Review Officer ("MRO"). Name, address and phone number for the MRO is listed on the Specimen Result Certification. Any job applicant who is to be tested should report any prescription or non-prescription medications being taken before and after being tested to the MRO. Any employee who is to be tested should report to his or her supervisor any prescription or non-prescription medications being taken before and after being tested -- the supervisor shall immediately report this information to the Company's Human Resources Department, who shall in turn

immediately report it to the Medical Review Officer. This information should also be given to all persons responsible for requesting and performing the testing, and will be given, received and maintained on a confidential basis. Such employee should fully inquire regarding the possible effect of such medication on the results of testing. Please request a list of the most common drugs or medications by brand name or common name, as well as by chemical name, which may alter or affect a drug test. (A shortened list is contained below.) You should ask for and review this information before taking any drug test under this program.

Consequences of refusal to submit to drug test or "testing positive" for drugs

An offer of employment will not be extended, or if already extended will be rescinded, to a job applicant who is asked to undergo drug testing in accordance with this program and who refuses or who tests positive for a drug in the initial and confirmation drug test. A job applicant will not be eligible to reapply for employment with the Company for a period of one (1) year from the date of the application. An employee injured on the job ("on the job" meaning arising out of and in the course of employment) who refuses to submit to a test under this program for drugs or alcohol forfeits and will lose his or her eligibility for medical and indemnity benefits. An employee injured on the job who at the time of injury who has a positive confirmation of a drug as defined herein (which includes alcohol) may lose his or her eligibility for medical indemnity benefits. The Company also has the right to and will probably discharge any employee who is asked to undergo drug testing in accordance with this program and who refuses or who tests positive for a drug in the initial and confirmation drug test. An employee that is discharged, as set forth herein, is not eligible for rehire by the Company.

Right to contest or explain results of positive confirmed test results

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO within the period that is permitted by applicable state and federal law after receiving written notification of the test result. If the explanation or challenge is unsatisfactory to the MRO, the MRO will report a positive In addition, an employee or job applicant may submit information to the Company explaining or contesting the test

result, and why the result does not constitute a violation of the Company's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Company, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Company to the employee or job applicant; and all such documentation shall be kept confidential by the Company pursuant to the confidentiality provisions outlined herein, and shall be retained by the Company for at least 1 year.

Employee/Applicant Responsibility to Notify Laboratory of Legal Action

Any employee or job applicant who brings or causes to be brought any administrative or civil action under State Statutes has the responsibility to notify the laboratory which performed the drug test of such action. The sample shall be retained by the laboratory until the case is settled.

Right to Medication Information

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Over-the-Counter and Prescription Drugs Which Could Alter or Affect the Outcome of a Drug Test

ALCOHOL

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES

Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS

Marinol (Dronabinol, THC)

COCAINE

Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE

Not legal by prescription.

METHAQUALONE

Not legal by prescription.

OPIATES

Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

BARBITURATES BENZODIAZEPINES

Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE

Dolophine, Metadose

PROPOXYPHENE

Darvocet, Darvon N, Dolene, etc.

This Policy is Not a Contract

Neither this policy nor any of its terms are a contract of employment or contain the terms of any contract of employment. The Company retains the sole right to change, amend or modify any term or provision of this policy, at its sole discretion and at any time, with or without prior notice. This policy is effective immediately and supersedes all prior policies and statements relating to alcohol or drugs.

Questions

Any questions about our drug-free workplace program, its requirements, or how it affects you will be welcome, and should be asked through the Company's Human Resources Department.

Policy Acknowledgement

All employees hereby acknowledge that he/she has received and read this Drug-Free Workplace Policy. This policy has been explained to the employee in a language that he/she understands and he/she has had the opportunity to have all aspects of this material fully explained. All employees also understand that they must abide by the policy as a condition of initial and/or continued employment. An employee further understands that, as a job applicant, if he/she refuses to take or fail a drug test, he/she will not be hired for a position with the Company, and if he/she is an employee, and have violated this policy in any respect, he/she will be disciplined,

up to and including termination.

Further, all employees understand that during their employment he/she may be required to submit to testing for the presence of drugs or alcohol. He/She understands that submission of such testing is a condition of employment with the Company and disciplinary action up to and including termination may result if:

- An employee refuses to consent to such testing;
- An employee refuses to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations;
- An employee refuses to authorize release of the test results to the Company;
- The test establishes a violation of this policy; and/or
- An employee otherwise violates this policy.
- An employee also understands that if he/she is injured in the course and scope of their employment and test positive or refuse to be tested, the employee forfeits their eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion

of the remedies provided in applicable state laws.

Chapter 8: Employee Benefits

Eligibility

Full-time Employees may be eligible for medical insurance coverage policy after 60 days of employment. Medical insurance coverage is available through the Company. Currently, the Company pays a portion of the medical insurance premium. To obtain medical insurance, you must pay the balance of the premium through weekly payroll deductions.

Employees who work a minimum of 30 hours per week and are residents of the United States are eligible for benefits. Some benefit programs may also require a waiting period and/or evidence of insurability for participation. Eligible Employees may enroll within 31 days of their eligibility date.

Note: All of the following benefit plans are subject to change. The first day an Employee reports to work is the anniversary date and will be used to calculate certain benefits. Genetic Information Nondiscrimination Act (GINA)

The Genetic Information Nondiscrimination Act (GINA) protects Americans against discrimination based on their genetic information when it comes to health insurance and employment.

GINA applies to private, state and local government employers with 15 or more employees. This Act is intended to prevent employers from discriminating against individuals based on genetic tests and information. GINA requires that covered entities obtain and post notices informing covered individuals of their rights under the law.

Title II of GINA strictly prohibits employers from collecting genetic information from employees, and using this information to make decisions regarding hiring, firing or any other term of employment. GINA also requires employers to adhere to the strict guidelines regarding genetic information and prohibits retaliation against individuals protected by this law.

The Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)

The Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), which expands the Mental Health Parity Act of 1996 (MHPA) is a federal law that requires employer-sponsored health plans to provide coverage for addiction

and mental illness on a level consistent with other health problems. MHPAEA prohibits group health insurance plans from restricting access to care by limiting benefits and requiring higher patient costs than those that apply to general medical or surgical benefits.

This law requires that a group health plan of 50 or more employees (or coverage offered in connection with such a plan)—that provides both medical and surgical benefits and mental health or substance use benefits—to ensure that financial requirements and treatment limitations applicable to mental health/substance use disorder benefits are no more restrictive than those requirements and limitations placed on medical/surgical benefits.

For more information on this law, please visit: <http://edocket.access.gpo.gov/2010/pdf/2010-2167.pdf>.

Coverage for Employees

Coverage for Employees, if provided, becomes effective on the first day of the calendar month following successful completion of the benefits waiting period. A submission of all necessary documents is within 31 days of their eligibility date to your plan administrator to be eligible for benefits. Forms received after the deadline will not be processed and your next opportunity to enroll will be during an annual enrollment period.

Continuation of Coverage Under COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers sponsoring group health plans to offer continued participation to employees and their covered dependents who would otherwise lose these benefits.

Employees and covered dependents have the right to choose continuation of coverage if group coverage is lost due to a qualifying event. A qualifying event is any of the following that would result in loss of coverage:

- Death of the Employee.
- Covered Employee's termination, except for reasons of gross misconduct.
- Reduction in Employee's work hours.
- Divorce or legal separation of the covered Employee.
- A dependent child losing that status.

Normally, the maximum length of time for continuation of coverage is 18 months from the

date coverage is lost (29 months if disabled as defined by Social Security within the first 60 days of coverage continuation). Continuation of coverage may also be extended up to 36 months for spouses and dependents experiencing a second qualifying event while covered under COBRA. Examples of second qualifying events include: Employee's divorce or legal separation, entitlement to Medicare, death, or a child's loss of dependent status under the terms of the plan.

The cost to you and your covered dependents will be the cost of the premium plus 2% for administration fees. *Note:* In the case of a Employee and/or covered dependent(s) whose maximum coverage period is extended to 29 or 36 months, the plan can increase the required payment for the Employee (after 18 months) to 150% of the applicable premium.

Important: COBRA participants will not receive a monthly invoice from the Plan Administrator. All premium payments are due to the plan administrator the first day of each month. For detailed information regarding your rights to continue coverage under COBRA, please refer to your COBRA letter notification.

Workers' Compensation

The Company provides Workers' Compensation benefits to all Employees for work-related injuries or illness. This insurance provides for medical care and temporary disability benefits as mandated by state law. If the Employee is injured in the course and scope of employment, the Employee may be required to take a post-incident drug test. If the Employee tests positive for drugs, the Employee may forfeit eligibility for medical and indemnity benefits under the applicable Workers' Compensation statutes.

When a Employee is out on Workers' Compensation Leave and does not qualify for FMLA leave or FMLA is not applicable, the Employee is responsible for the full and timely payment of the health benefit premium (both the Company and Employee contributions). In these cases, all health care coverage will continue under COBRA if the Employee so elects. A COBRA letter will be mailed to the Employee explaining all options and payment terms for continuing coverage.

Statement of HIPAA Rights **Statement of HIPAA Rights- Personal Health Information (PHI)**

If you enroll in any medical plan, you will receive a Notice of Privacy Practices from the health plan vendor(s). This privacy notice informs you

of your rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It explains the federal law effective April 14, 2003, protecting and securing your personal health information (PHI). Please take the time to read this important notice when you receive it.

The Company respects your rights under this important law. Please note the following administrative procedure in effect should you need assistance with a health care claim or health care issue.

Reporting Procedures and Policy

The Workers' Compensation policy is as follows:

- Report a work-related injury immediately to your Supervisor.
- Seek appropriate medical attention.
- Complete a drug test. This should be done immediately, but it MUST be done within 24 hours of the injury. Failure to do so may result in termination.
- Fill out the Workers' Compensation Loss Report and return to your Supervisor. Your Supervisor will send the Workers' Compensation Loss Report and all other appropriate paperwork to the Company's Orlando office.
- Expect to come back to work after medical treatment with appropriate return to work documentation from the medical provider, with physical abilities defined.
- Upon release from your treating medical provider, report to your immediate Supervisor. The Company will try to provide light duty work available for work related injuries. If available, your Supervisor will provide you with modified or alternate duty that will accommodate your physical capabilities as established by the treating medical provider.
- Report to work in your temporary modified or alternate job.
- Follow your medical provider's recommendations with respect to established work restrictions, limitations, therapies, and capabilities. Employees shall not perform work outside of the restrictions given by the treating physician.
- Understand that job performance standards apply during this recuperation period.
- Immediately notify your Supervisor of any changes in physical condition or if you feel

unable to perform any required duties in your job.

- Follow your medical provider's course of treatment, take any prescribed medications, and keep all appointments with medical providers.

State law imposes legal consequences on the abuse of workers' compensation benefits. The Company will report any concerns of false or fraudulent claims to the workers' compensation insurance carrier for investigation. Any person who makes or causes to be made any material statement or representation, known to be false or fraudulent, for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a crime and subject to criminal and civil penalties.

Unemployment Insurance

All Employees are covered by state and federal unemployment insurance. The Company contributes to this insurance and no contribution is made by the Employee. These programs provide weekly benefits for persons who become unemployed through no fault of their own.

The Company will contest unjustified claims for unemployment compensation where a Employee has become unemployed through some fault of his/her own, or as the result of the Employee's voluntary decision to leave employment with the Company.

Social Security

Employees are covered under the provisions of the Federal Social Security Act (MEDI and OASDI). Social Security benefits often have a significant effect on the Employees and their families in preparing for the future. The amount deducted from a Employee's wages is matched by the Client Company and credited toward the Employee's Social Security benefits. For further assistance, contact your local Social Security Administration office for more details on benefit calculations.

Statement of ERISA Rights

All participants in the Employee Benefit Program are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA enables plan participants to:

- Examine (without charge) at the Plan Administrator's office and at other locations, all Plan documents including insurance contracts and copies of all documents filed

by the Plan with the U.S. Department of Labor. Examples of these documents include: annual reports and Plan descriptions.

- Obtain copies of documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.
- File suit in a federal court if any materials requested were not received within 30 days of the participant's request, unless the materials were not sent because of matters beyond the Plan Administrator's control. The court may require the Plan to pay up to \$110 for each day's delay until the materials are received.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee benefit program. In legal terms, such persons are referred to as "fiduciaries." Fiduciaries must act solely in the interest of the plan participants and they must exercise prudence in the performance of their plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plan.

An employer may not fire or discriminate against a Employee to prevent the Employee from obtaining a (welfare) benefit or exercising their rights under ERISA.

If a Employee is improperly denied a (welfare) benefit in full or part, the Employee has the right to file suit in a federal or state court. If plan fiduciaries are misusing the plan's money, Employees have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. If successful in a lawsuit, the court may require that the other party pay legal costs, including attorney's fees.

If you have any questions about this statement or about your rights under ERISA, you may contact:

- The Plan Administrator; or
- The nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory; or
- The Division of Technical Assistance and Inquiries, Pension and Welfare Benefits

Administration, U.S. Department of Labor,
200 Constitution Avenue, NW, Washington,
D.C. 20210.

Benefit Coverage and Student Status

H.R. 2851, also known as “Michelle’s Law” ensures that college students can take a medically necessary leave of absence without losing their health insurance. Previously, many health insurance plans allowed college students to remain covered as dependents only if they attend school full-time.

Michelle’s Law took effect on January 1, 2010. The law requires group health plans and group health plan insurance issuers to continue coverage for dependent college students when they need to take a medically necessary leave of absence from school.

The law prohibits a group health plan, or a health insurance issuer that provides health insurance coverage in connection with a group health plan, from terminating coverage of a dependent child due to a medically necessary leave of absence.

Special Enrollment Rights

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Employees are given the opportunity to enroll under their employer’s group plan if they lose other coverage or gain new dependents.

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement of adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption or placement for adoption.

If you add coverage under these instances, the maximum length of any pre-existing condition exclusion under this plan is 12 months. However, a pre-existing condition exclusion does not apply to your pregnancy or that of your covered spouse, or to any newborn or adopted child who is added to the coverage within 30 days of the birth or adoption.

Changes to Benefits

Employees may change their benefits participation levels only during an open enrollment, re-enrollment or with certain “qualifying events.” IRS regulations do not allow change to certain types of benefits during the plan year. The only exceptions are based on changes in status resulting in an increase or decrease of coverage. A signed statement of the specific qualifying event must accompany the request.

Examples of “qualifying events” are:

- Employee marriage or divorce.
- Death of the Employee’s spouse or dependent child.
- Birth or adoption of the Employee’s child.
- Termination or commencement of employment of the Employee’s spouse.
- Employee, spouse or dependent becomes entitled to Medicare or Medicaid.
- A change in the place of residence or work of the Employee, spouse or dependent.
- A switch from part-time to full-time status (or vice versa) by the Employee or the spouse.
- A significant change in the health coverage of the Employee or spouse attributed to the spouse’s employment.

Employees can complete a Qualifying Event Declaration form within 30 days of a qualifying event if they wish to change their participation level.

Pre-existing Condition Exclusions

A “pre-existing condition” is a condition for which medical advice; diagnosis, care or treatment was recommended or received within the six-month period ending on your enrollment date. Your enrollment date is the earlier of their first day of coverage under your employer’s group health plan or the first day of the waiting period. The maximum length of a pre-existing condition exclusion under this plan is 12 months (or 18 months if you or your dependents sign-up as late enrollees). Pre-existing conditions apply to Employees enrolled in the PPO, Indemnity and Open Access HMO plans. Please note that pregnancy is not considered a pre-existing condition. There are no pre-existing exclusions for children under age 19.

Your prior coverage will count toward this plan’s pre-existing condition exclusion if you do not have a break in coverage between the old plan

and this plan of 63 or more days. The waiting period under this plan does not count toward the 63 day period. In short, these rules make your health insurance coverage “portable.”

You will need to present a copy of a health coverage certificate from your prior plan in order to prove your prior coverage. If this plan is going to apply a pre-existing condition exclusion to you or your covered dependents, you will be notified of this determination and your rights to appeal.

Health Certificates

If your coverage under this plan stops, you and your covered dependents will receive a certificate that shows your period of coverage under the plan. You may need to furnish the certificate if you become eligible under another group health plan if it excludes coverage for certain medical conditions that you have before you enroll. You may also need the certificate to buy for yourself or your family an individual insurance policy that does not exclude coverage for medical conditions that are present before you enroll. You and your dependents may also request a certificate within 24 months of losing coverage under this plan. To request a certificate, contact the customer service number on the back of your insurance card.

Employee Responsibility

If you have a question regarding claim status, claim payment or any health care matter, you can call the customer service number on your health Employee ID Card for assistance. Refer to your Notice of Privacy Practices for information regarding your PHI.

Appendix A: State Specific Policies

Florida Specific Policies

Florida Crime Victim Leave

An Employee is considered eligible after three (3) months of employment, to take up to three (3) workdays of unpaid crime victim leave in any 12-month period. In accordance with state law, such leave may be taken if the Employee or family or household employee of the Employee is a victim of domestic violence or sexual violence as defined by applicable statute. Eligible Employees can use the crime victim leave for themselves, or qualifying family or household employees, who are victims of domestic or sexual violence, in order to seek related civil protection orders, obtain medical or mental health services, seek legal assistance, attend court-related proceedings and/or make their homes more secure or seek new housing.

For purposes of this policy, "family or household employee" means spouse, former spouse, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common, regardless of whether they have been married.

An Employee seeking to take crime victim leave must, prior to receiving such leave, first exhaust all unused PTO, where applicable. Prior to taking crime victim leave, Employees must also give as much advance notice as is feasibly practicable under the circumstances and provide documentation to support the leave request. Per applicable law, the Company shall maintain the confidentiality of any Employee requesting crime victim leave, as well as all information relating to such leave.

Florida Weapons

The following entities are exempted from the restrictions in the new gun law:

Schools; correctional institutions; nuclear-powered electricity generation facilities; properties where substantial activities are conducted involving national defense, aerospace, or homeland security; properties where the primary business conducted involves combustible or explosive materials; or any other property on which the possession of a firearm is prohibited under any federal law, contract with a federal government entity or Florida law.

It is the intent of the Company to provide a safe and secure workplace for Employees, clients, customers of clients, visitors and others with whom we do business. The Company has "zero tolerance" for, and expressly forbids the possession of, while on Company property, any type of weapon, firearm, explosive and/or ammunition. For purposes of this policy, Company property includes, but is not limited to, all Company facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a parking facility or parking area, including in Employee-owned vehicles parked on Company property; provided, however, Employees and other third-party invitees are permitted to possess legally-owned firearms that are either locked inside or locked to a personal vehicle when the Employee or invitee is lawfully on Company property.

With the limited exception for legally-owned firearms set out above, the possession of firearms or other weapons on Company property may be cause for discipline including, but not limited to, immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any Employee and their personal effects (excepting personal vehicles), while on Company property. Any Employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

Employees within the Company share the responsibility of identifying violators of this policy. An Employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their onsite Supervisor.

Statement of Drug-Free Workplace Policy (DFWP) - Florida

The Company expects that Employees will perform their duties safely and efficiently in a manner that protects their interests and those of their coworkers. The use, possession, sale, transfer, acceptance, solicitation or purchase of illegal drugs at any time is strictly prohibited. Additionally, the use, possession of an open container, personal sale, transfer or acceptance of alcohol on the Company property or while performing the Company business is strictly prohibited.

Employees are prohibited from reporting to work under the influence of alcohol, and/or consuming alcohol during their scheduled work shift, including break and meal periods. With this in mind, the Company hereby states to all job applicants and employees its drug and alcohol rules and policy. The Company further advises and notifies all job applicants and employees of its establishment and maintenance under Florida law (including, but not limited to, Fla. Stat. §§ 440.101 and 440.102 and regulations promulgated there under) of a DRUG-FREE WORKPLACE AND TESTING PROGRAM. You are required to be thoroughly familiar with and adhere to all of the following. As provided below, this program involves certain types of employee drug testing.

The Company, as a condition of employment, maintains and enforces the following rules:

- No employee shall at any time, whether engaged in work on behalf of the Company, or not, manufacture, possess, use, sell or distribute any drug the manufacture, possession, use, sale or distribution of which is illegal under any law of any state or any law of United States of America. This rule will be enforced regardless of whether the acts or events giving rise to its enforcement result in arrest, prosecution or conviction.
- No employee will report for work or will engage in any work while under the influence of any drug, illegal or legal, including alcohol, except with prior knowledge and approval of management. Such approval will be limited to lawful medication, and will be based on an assessment of the ability of the employee to perform assigned duties safely and in accordance with the standards prescribed by the Company.
- The probable penalty for any violation of either rule by an employee will be termination.

Drug Testing and Confirmation Testing

To enforce these rules, and to meet the requirements of the Florida Statutes and the applicable rules, the Company will, under the following described circumstances, require job applicants and employees to undergo drug testing and confirmation testing. Such testing will be for usage of illegal drugs, some of which are listed below, as well as for abuse of legal drugs, including alcohol.

The following are among the illegal drugs which may be the subject of drug testing and confirmation testing of employees:

- amphetamines;
- cannabinoids;
- cocaine;
- phencyclidine (PCP);
- hallucinogens;
- methaqualone;
- opiates;
- barbiturates;
- benzodiazepines;
- synthetic narcotics;
- designer drugs; and
- a metabolite of any of the substances listed above.

The Company is authorized to and will conduct the following types of drug tests:

Job Applicant Testing

All applicants for employment will be required to take a drug test as part of the pre-employment process. The Company may refuse to employ any applicant who refuses, after being asked, to take such a test. The Company will not employ an applicant who has a positive confirmed test which is not satisfactorily explained as provided below. A job applicant who is refused employment in connection with this policy cannot reapply for employment with the Company within one (1) year of the date of the job application with the Company.

Reasonable Suspicion

The Company will require testing of all employees for illegal drug use and for improper use or abuse of legal drugs upon reasonable suspicion that an employee has used an illegal drug or has engaged in improper use or abuse of a legal drug, such as, but not limited to alcohol. As used and applied in this program, the term "reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used (or is abusing or has abused) drugs in violation of the Company's rules and program drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Such facts and observations may include observable phenomena while at work, such as direct observation of drug use or physical symptoms/manifestations of being under the influence of drugs, reliable and credible reports of drug use, evidence that an employee has tampered with a drug test, information that an employee has caused or contributed to causing an accident while at work, or evidence that an employee has used, possessed, sold, solicited or transferred drugs while working, on the Company's premises and/or operating the Company's machinery, equipment or vehicle. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. The Company will keep a record of the circumstances giving rise to all determinations that reasonable cause existed for drug testing.

Follow up Testing

Any employee who, in the course of employment, enters an alcohol and drug rehabilitation program must be tested as a follow up to such program and periodically thereafter for up to two years. By "periodically" is meant, at the Company's discretion, quarterly, semi-annually, or annually.

Post-Incident Testing

Employees who cause, contribute to, or are involved in an incident in the course and scope of employment that results in injury to the employee or another person and may or may not require medical attention by a licensed physician, will be drug tested. Additionally, if an employee is involved in an incident that results in physical damage to the Company property, product, equipment or machinery, they will be drug tested. Alcohol testing is conducted within eight (8) hours and drug testing is conducted within twenty four (24) hours of the incident (hours may vary by state).

An employee, who is unable to submit to testing at the time of an incident due to the seriousness of his/her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in their system. An employee's signature on the *Employee Agreement* constitutes authorization.

Other Testing

The Company's Client policies, may, at times, require drug testing of the Company's employees at periodic intervals. The Company will require drug testing of its employees, in accord with the policies and procedures of the Client and in compliance with applicable law. To the extent that a local client's policies or procedures are more stringent than those set forth herein, the client's drug testing policies and procedures control.

Testing Laboratory

All testing will be done by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory and will be a qualified medical laboratory licensed by the Florida Department of Health and Rehabilitative Services to serve as a drug-testing laboratory.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, and all related matters received or learned by the Company in connection with or as a result of this program or any drug testing of any the Company employee are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with rules developed under the Workers' Compensation Law or in determining compensability under that law. Management and all other personnel who know of the drug testing of an employee or of the result are required to maintain total confidentiality: the results and related matters are to be discussed and known only by those who are required to have such knowledge in the course of their duties on behalf of the Company. Written materials pertaining to testing do not go into personnel files, but will be sealed and kept until no longer necessary.

Medication Reporting

The Company has a Medical Review Officer ("MRO"). Name, address and phone number for the MRO is listed on the Specimen Result Certification. Any job applicant who is to be tested should report any prescription or non-prescription medications being taken before and after being tested to the MRO. Any employee who is to be tested should report to his or her supervisor any prescription or non-prescription medications being taken before and after being tested -- the supervisor shall immediately report this information to the Company's Human Resources Department, who shall in turn immediately report it to the Medical Review Officer. This information should also be given to all persons responsible for requesting and performing the testing, and will be given, received and maintained on a confidential basis. Such employee should fully inquire regarding the possible effect of such medication on the results of testing. Please request a list of the most common drugs or medications by brand name or common name, as well as by chemical name, which may alter or affect a drug test. (A shortened list is contained below.) You should ask for and review this information before taking any drug test under this program.

Consequences of refusal to submit to drug test or "testing positive" for drugs

An offer of employment will not be extended, or if already extended will be rescinded, to a job applicant who is asked to undergo drug testing in accordance with this program and who refuses or who tests positive for a drug in the initial and confirmation drug test. A job applicant will not be eligible to reapply for employment with the Company for a period of one (1) year from the date of the application. An employee injured on the job ("on the job" meaning arising out of and in the course of employment) who refuses to submit to a test under this program for drugs or alcohol forfeits and will lose his or her eligibility for medical and indemnity benefits. An employee injured on the job who at the time of injury who has a positive confirmation of a drug as defined herein (which includes alcohol) may lose his or her eligibility for medical indemnity benefits. The Company also has the right to and will probably discharge any employee who is asked to undergo drug testing in accordance with this program and who refuses or who tests positive for a drug in the initial and confirmation drug test. An employee that is discharged, as set forth herein, is not eligible for rehire by the Company.

Alcohol and drug rehabilitation programs

Names, addresses and telephone numbers of various local alcohol and drug rehabilitation programs which employees may utilize (at their expense) are available, upon request, from the Company. In addition, an employee can request such information via mail by calling the Company's Human Resources Department and making a request for same.

Right to contest or explain results of positive confirmed test results

An employee or applicant who receives a positive confirmed test result may contest or explain the

result to the MRO within the period that is permitted by applicable state and federal law after receiving written notification of the test result. If the explanation or challenge is unsatisfactory to the MRO, the MRO will report a positive test result to the Company, and such employee or applicant may then contest the result pursuant to law or to rules adopted by the Agency for Healthcare Administration.

In addition, an employee or job applicant may submit information to the Company explaining or contesting the test result, and why the result does not constitute a violation of the Company's policy. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Company, a written response as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Company to the employee or job applicant; and all such documentation shall be kept confidential by the Company pursuant to the confidentiality provisions outlined herein, and shall be retained by the Company for at least 1 year.

Employee/Applicant Responsibility to Notify Laboratory of Legal Action

Any employee or job applicant who brings or causes to be brought any administrative or civil action under Section 440.102, Florida Statutes has the responsibility to notify the laboratory which performed the drug test of such action. The sample shall be retained by the laboratory until the case is settled.

Right to Medication Information

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Over-the-Counter and Prescription Drugs Which Could Alter or Affect the Outcome of a Drug Test

ALCOHOL

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES

Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS

Marinol (Dronabinol, THC)

COCAINE

Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE

Not legal by prescription.

METHAQUALONE

Not legal by prescription.

OPIATES

Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

BARBITURATES

Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.

BENZODIAZEPINES

Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE

Dolophine, Metadose

PROPOXYPHENE

Darvocet, Darvon N, Dolene, etc.

This Policy is Not a Contract

Neither this policy nor any of its terms are a contract of employment or contain the terms of any contract of employment. The Company retains the sole right to change, amend or modify any term or provision of this policy, at its sole discretion and at any time, with or without prior notice. This policy is effective immediately and supersedes all prior policies and statements relating to alcohol or drugs.

Questions

Any questions about our drug-free workplace program, its requirements, or how it affects you will be welcome, and should be asked through the Company's Human Resources Department.

Policy Acknowledgement

In receiving this Handbook, all the Company Employees acknowledge that he/she has received and read this Drug-Free Workplace Policy. This policy has been explained to the employee in a language that he/she understands and he/she has had the opportunity to have all aspects of this material fully explained. An employee also understands that they must abide by this policy as a condition of initial and/or continued employment. He/She further understand that, as a job applicant, if he/she refuses to take or fail a drug test, he/she will not be hired for a position with the Company, and if they are an employee, and have violated this policy in any respect, he/she will be disciplined, up to and including termination.

Further, an employee understands that during their employment he/she may be required to submit to testing for the presence of drugs or alcohol. An employee understands that submission of such testing is a condition of employment with the Company and disciplinary action up to and including termination may result if:

- Refusal to consent to such testing;
- Refusal to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations;
- Refusal to authorize release of the test results to the Company;
- The test establishes a violation of this policy; and/or
- An employee otherwise violates this policy.

An employee also understands that if he/she is injured in the course and scope of their employment and test positive or refuse to be tested, he/she forfeits their eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Fla. Stat. §440.102(5).

North Carolina Specific Policies

North Carolina Leave for Parent Involvement in Schools

An Employee may take up to a total of four (4) hours of unpaid leave per year to attend school conferences or school-related activities related to the Employee's child. However, any leave under this entitlement is subject to the following conditions:

1. The leave must be at a mutually agreed upon time between the Employer and the Employee.

2. An Employee requesting leave may be required to provide the Company with a written request for the leave at least forty-eight (48) hours before the time desired for the leave.
3. An Employee who takes leave for parent involvement in schools may be required to furnish written verification from the child's school that the Employee attended or was otherwise involved at the school during the time of the leave.

Ohio Specific Policies

Ohio Crime Victim Leave

An Employee who appears at or prepares for court-related proceedings as a crime victim, a employee of the victim's family, or as a victim's representative, at the request of a prosecutor or pursuant to a subpoena, and as reasonably necessary to protect the interests of the victim, will be granted leave from work for such purposes in accordance with state law.

An Employee seeking to take crime victim leave must, prior to receiving such leave, first exhaust all unused PTO, where applicable. Prior to taking crime victim leave, Employees must also give as much advance notice as is feasibly practicable under the circumstances and provide documentation to support the leave request. To the extent feasible, and as provided by law, the Company shall maintain the confidentiality of any Employee requesting crime victim leave.

Ohio Volunteer Emergency Responder Leave

An Employee who is a employee of a volunteer fire department, or who is employed by a political subdivision of the state of Ohio as a volunteer firefighter, or who is a volunteer provider of emergency medical services, will be granted leave in order to respond to an emergency, and will not be terminated from employment because of a related absence or tardiness; provided, however, leave taken for such a purpose is provided only to the extent the response to the emergency occurs prior to the time the Employee is to report to work. Such leave is unpaid, and any related loss of time from employment may be charged against the employee's regular pay.

In accordance with state law, Employees seeking such leave must submit a written notification signed by the appropriate authority confirming the Employee's status as a volunteer firefighter or a volunteer provider of emergency services no later than thirty (30) days after receiving certification and immediately upon change in related status, including termination from volunteer services. Employees also must make every effort to inform their immediate Supervisors that they may report late or be absent from work due to their response to an emergency. Additional documentation may be required stating the date and time of an emergency response.

Pennsylvania Specific Policies

Pennsylvania Victims of Crime Leave

An Employee who finds it necessary to appear at court-related proceedings associated with being a victim of, or a witness to, a crime or employee of such victim's family, will be granted leave from work in accordance with state law.

An Employee taking victims of crime leave must utilize all accrued paid time off (PTO) before continuing leave on an unpaid basis. To the extent allowed by law, the Company shall maintain the confidentiality of any Employee requesting victims of crime leave.

New York Specific Policies

New York Blood Donation Leave

An Employee who works an average of twenty (20) or more hours per week and seeks to donate blood may take up to three (3) hours of leave of absence to do so within any 12-month period. The amount of leave available to an Employee will be calculated by looking backward at the amount of

leave taken within the 12-month period immediately preceding the date of the most recent requested absence.

Although the Employee can determine how to allocate the amount of available leave, Employees should give as much notice as possible in scheduling time away from work to donate blood so that the Company may schedule work and plan for business requirements. Employees should request leave to donate blood in writing to their supervisor. In addition, a note confirming attendance at the blood donor center or clinic may be required upon return to work. Nonexempt Employees will not be compensated for leave taken under this policy.

New York Bone Marrow Donation Leave

An Employee who works an average of twenty (20) or more hours per week and wishes to donate bone marrow may take up to a twenty-four (24) hour unpaid leave of absence for the purposes of bone marrow donation. Although this leave of absence is unpaid, the Employee requesting such leave may, at his or her option, use any accrued but unused PTO in lieu of unpaid leave.

An Employee requesting leave to donate bone marrow should do so in writing to his or her Supervisor. The Employee may determine how to allocate the amount of available leave, but he or she should give as much notice as is feasibly possible so that the Company may schedule work and plan for business requirements. The Company may also require verification by a physician for the purpose and length of each leave requested for bone marrow donation.

Leave for bone marrow donation is available only to the extent that it conflicts with the requesting Employee's work schedule. Employees who undergo bone marrow donation outside their regular work schedule do so on their own time. Employees absent on a holiday for the purpose of bone marrow donation are considered to be observing the holiday.

New York Confidentiality of Social Security Numbers and Other Employee Personal Information

Employees are required to maintain the confidentiality of all Employee personal information that is not publicly and lawfully available including, but not limited to, Social Security numbers, including any derivative of Social Security numbers. For purposes of this policy and consistent with applicable law, "personal information" means information capable of being associated with a particular individual through one or more identifiers including, but not limited to, Social Security numbers, driver's license number, state identifier card numbers, credit or debit or other account numbers, passport numbers, alien registration numbers or health insurance identification numbers. Employees who have access to such Employee personal information must safeguard it by keeping such information, whether in paper or electronic format, in a secure location and only access the data for authorized business purposes as part of their job requirements. An individual's Social Security number should only be shared with individuals who need it as part of their job requirements.

To protect the confidentiality of Social Security numbers in particular, internal e-mails should, to the extent necessary for identification purposes, contain only: the Company issued Employee identification numbers/ the last four digits of Social Security numbers, unless a business need requires that the complete Social Security number be used. Employees should not send e-mails outside the Company that include an individual's Social Security number or any derivative of an individual's Social Security number – in either the mail itself or an attachment to the e-mail – unless the e-mail is encrypted using encryption technology and is for an authorized business purpose. Employees also should not send documents outside of the Company that include Social Security numbers or any derivative thereof unless such a document relates to an authorized business purpose and reasonable safeguards are taken to ensure that the Social Security number or any part thereof is not visible or accessible to anyone other than the intended recipient. Employees are expected to comply with applicable state laws that restrict the use of Social Security numbers or any part thereof.

In disposing of documents that contain an Employee's personal information including, but not limited to, Social Security numbers of any part thereof, Employees must utilize the shred machines

or shed receptacles provided by the Company or, in the case of those documents incapable of being shredded such as computer disks or files, otherwise destroy such documents, files or items. Employees who do not take care in protecting this data by keeping it secured or who improperly dispose of or disclose such data will be subject to disciplinary action, up to and including termination.

Employees who have questions about this policy should consult with their Supervisor.

New York Lactation Break

The Company will provide no less than twenty (20) minutes of break time during each 3-hour work period to accommodate a female Employee's need to express breast milk for the Employee's infant child for up three (3) years following child birth. The break time may, upon the Employee's election, be taken concurrently with other normally-scheduled paid break or meal periods already provided. Employees should clock out for any time taken that does not run concurrently with normally scheduled break or meal periods, and such time will be unpaid. The Company will also make a reasonable effort to provide the Employee with the use of a room or other location in close proximity to the Employee's work area in which the Employee may express milk in private.

Employees should notify their immediate Supervisor if they are requesting time to express breast milk under this policy.

New York Meal and Rest Breaks

All Employees are entitled and encouraged to take meal and rest breaks at their scheduled times.

- Employees will be allowed a 30-minute unpaid meal period for a noon day meal. The "noon day meal period" is recognized as extending from 11:00 a.m. to 2:00 p.m. An Employee who works a shift of more than six (6) hours that extends over the noon day meal period is entitled to a 30-minute unpaid meal period within that time frame. Every person working a shift starting before 11:00 a.m. and continuing later than 7:00 p.m. is allowed an additional unpaid meal period of twenty (20) minutes between 5:00 p.m. and 7:00 p.m. Every Employee working a schedule of more than six (6) hours starting between the hours of 1:00 p.m. and 6:00 a.m. is allowed a 45-minute unpaid meal period to be taken at a time midway between the beginning and end of employment.
- Factory Employees will be allowed one 60-minute unpaid meal period for the noon day meal. The "noon day meal period" is recognized as extending from 11:00 a.m. to 2:00 p.m. Factory workers employed for a shift starting before 11:00 a.m. and continuing later than 7:00 p.m. will be allowed an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Every factory Employee working a schedule of more than six (6) hours starting between the hours of 1:00 p.m. and 6:00 a.m. will be allowed a 60-minute unpaid meal period to be taken at a time midway between the beginning and end of the shift.

A 15-minute paid rest break is provided for all employees during each continuous 4-hour period. Break periods should not be combined with lunch unless special arrangements are made with a manager's prior approval.

To ensure the best possible floor coverage, all Employees are requested to follow the scheduled lunch and break periods. When possible, lunch and rest breaks should be taken at the slowest periods of the day. Employees should not consume food or beverages while on the floor or while performing their work tasks.

Additionally, Employees will be allowed time off of at least twenty (24) consecutive hours in each calendar week. Drivers may not work more than ten (10) hours after eight (8) consecutive off-duty hours.

New York Military Spouse Leave

An Employee is eligible for unpaid leave under the New York Military Spouse Leave Law if he or she performs at least twenty (20) hours of work per week. Military spouse leave may be taken by an

Employee who is the spouse of a employee of the armed forces of the United States, national guard or reserves who has been deployed during a period of military conflict, to a combat theater or a combat zone of operations. A qualified Employee will be granted up to ten (10) days per year of unpaid military spouse leave.

Employees taking military spouse leave should give the Company advance notice as soon as practicable. When possible, Employees should consult their onsite supervisor to schedule the leave so as not to unduly disrupt Company operations.

At the end of the military spouse leave, an Employee will be restored to the position held by the Employee when the leave commenced or to a position of equivalent seniority status, Employee benefits, pay and other terms and conditions of employment.

New York Tobacco-Free Workplace

In an effort to maintain a healthy environment for company Employees, and in compliance with applicable law, smoking a cigarette, cigar, pipe or any matter of substance that contains tobacco, including the chewing of tobacco, by employees is not permitted on company property.

All suppliers, contractors, and visitors are also expected to comply with this policy and maintain the property as a smoke-free environment. This includes all outside areas and parking lots as well as any covered building.

Employees who violate this policy are subject to disciplinary action, up to and including termination.

New York City Earned Sick Time Act

The New York City Earned Sick Time Act (Paid Sick Leave Law) requires employers to offer sick leave to employees which they can use for care and treatment for themselves or a family employee. Employers with five or more employees who are hired to work more than 80 hours in a calendar year in New York City are required to receive paid sick leave, while employers with less than five employees must provide unpaid sick leave.

All employees who work for pay on a full-time, part-time, or temporary basis are covered under the law to receive sick leave.

Leave can be used to provide care for child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner and sibling (including a half, adopted, or step sibling).

Employees accrue sick time at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick leave per calendar year.

Up to 40 hours of unused sick leave can be carried over to the next calendar year. However, employers are only required to allow employees to use up to 40 hours of sick leave per calendar year.

New employees can start using sick leave 120 days after the first day of employment.

The New York City Sick Time Act replaces the PTO time that is outlined in Chapter 5 – General Policies. Time accrued under the Sick Time Act may be used for PTO, provided the current PTO policies regarding advanced notice and approvals are followed.

Appendix B: Field Safety & Training

This section of the handbook is provided to help you understand your job description, how to do your job effectively and safely, and to serve as a resource for you to keep and reference frequently.

Although many of the tasks associated with a field technician's responsibilities are simple, it is easy to get TOO comfortable and develop habits that are unsafe and potentially life threatening. It is important for you to begin with the proper procedures outlined in this manual and practice them daily while continuing to review the manual frequently. This will help to ensure your safety and reduce any risks associated with your job.

At Makotek, **safety is not just a goal, it is a commitment.** Commitment to safety begins with a "*safety mindset*" in each individual within the company. Accidents can happen and when they happen it is usually due to **neglecting to follow the correct safety procedures!**

YOUR JOB DESCRIPTION

As a field collector/ER collector with Makotek, your primary job is collecting money and cable equipment from delinquent or disconnected customers. Consequently, you will spend considerable time interacting directly with cable customers.

It is of the utmost importance that we present a professional appearance, provide all customers with a positive impression, and comply with all laws, regulations, and policies of both our client and company.

Neglect of these procedures can have negative results such as...

- loss of your job
- loss of contract with the client

You must have a reliable personal vehicle. Reliability is crucial. If your vehicle isn't working, **you** aren't working, and **you** aren't making money.

Work hours and commitment are also crucial. Your job function will require customer contact. Many people are not at home during the day so your work hours will include evenings until 9:00 p.m. and weekends. Evenings and weekends are "prime time" and these will be the most effective hours of the work week.

Other basic job requirements include:

- Physically capable of performing all job duties.
- Valid driver's license without restrictions.
- Current vehicle insurance with liability coverage.

DRIVING YOUR VEHICLE

As a licensed driver, no doubt you understand the basics of driving your vehicle. As time goes on drivers tend to develop habits, both good and bad. The purpose here is not to provide a course on driving a vehicle but to provide a reminder regarding *good* and *safe* driving habits during the course of your job. While the magnetic signs identifying you as a Makotek employee and an authorized representative of the cable company are on your vehicle you do, in fact, **represent** both Makotek and the Client.

Be sure to follow the laws regarding driving and traffic. Always wear your seat belt when driving. This is the law in most states and it is our **company policy everywhere**. It is also a safety concern.

According to the National Highway Traffic Safety Administration (NHTSA), “more than 7,000 people are killed and over 100,000 injured every year due to the failure to wear their safety belts.”



Talking on a cell phone while driving causes your reactions to be 18% slower and increase your chances of a rear-end collision twofold. Never try to text, read, use your cell phone, or send email while driving. If you receive a radio call or phone call, pull over to a SAFE place and do not talk on the radio or phone while driving.

Don't try to use any apps, read a map, or look at your computer while driving. Pull over if you need to look at directions or use the app.

Be aware of the traffic around you. You may be in someone's blind spot or they simply may not be paying attention. Watch out for pedestrians and children.

You will be driving in various weather conditions during your work with the company. You will also be driving after dark frequently. It is during these adverse conditions that you must be extra cautious.

Pull over if you need to look at directions.

Backing

Whenever possible, avoid situations that require you to back your vehicle. When you must backup, check behind your vehicle before entering and while backing. Children seemingly appear from nowhere and while your vehicle is in reverse you have many blind spots. Also watch out for obstacles such as mailboxes, garbage cans, pedestals, shrubbery, etc. Backing over these can cause serious damage to your vehicle and others' property.

Never drive under the influence of alcohol or drugs, including prescription medication that can cause drowsiness. This is especially true while on the job.

Driving a vehicle takes focus and concentration. Since you will be spending a great amount of time driving, it is in everyone's best interest to remain focused and exercise caution behind the wheel.

PARKING YOUR VEHICLE

When parking your vehicle, it is important that you park in the same direction as the traffic flow (i.e. the right side of the street).

- Flashers should always be used while parked along a street.
- Park your vehicle as close to the curb as possible.
- Set your parking brake before exiting the vehicle.
- Check traffic before opening your door to exit the vehicle.
- Avoid, if possible, blocking driveways or intersections.
- **Do not park in a customer's driveway or on their lawn without permission.**
- Observe local laws regarding parking near fire hydrants. Generally speaking, you should not park within 15 feet of a fire hydrant.
- If parking on a hill, be sure to turn your front tires:
 - toward the curb if facing downhill
 - away from the curb if facing uphill
- Exercise *extreme caution* when parking on busy streets.

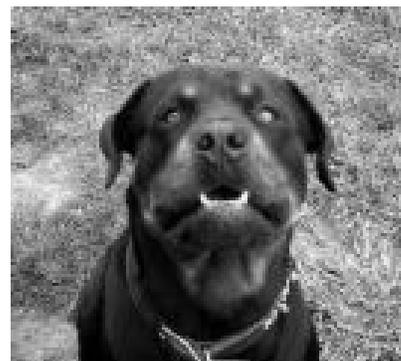
DEALING WITH DOGS

In the course of performing your job at the company, it is inevitable that you will encounter situations where one or more dogs are present. Often dog bites occur as a result of people reacting incorrectly when approached by a dog.

To avoid dealing with a dog in the yard it is best to just come back later when the dog is not present or the owner can put the dog away.

If you are approached by a dog do the following

- Stop and remain completely still
- Use non-threatening actions
- Avoid direct eye contact
- Speak to the dog gently
- Allow the dog to sniff your hand with your fingers curled under





Dogs, by nature, tend to protect their territory. If they sense that you are a threat you may risk being attacked. Avoidance is the best way to deal with a dog, but if you do encounter a dog it is important that you know how to handle the situation.

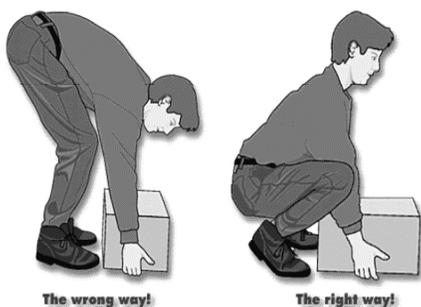
For more comprehensive information watch the Training Video “Dealing with Dogs”

PROPER LIFTING TECHNIQUE

Improper lifting is one of the main causes of back strain and injury. Bad form when lifting, even something small, can cause unnecessary stress on your back and make it more prone to injury.

Three common mistakes made in lifting are

- 1)Using the wrong muscles
- 2)Lifting an object too far from the body
- 3)Twisting while lifting



You should always bend your knees when lifting anything from the floor or the ground so you have a solid foundation for your spine. Keep your trunk vertical when bending down and lifting something.

A horizontal trunk can put pressure on the lower back that can compromise a disc or sprain or strain a back muscle.

Get close to what you are lifting, it decreases the pressure on your spine. Start with the center of the weight of the object no more than 8 inches from your body. Lift the object with your back straight using your leg and buttock muscles.

Another important guideline to follow is to limit twisting when lifting. This adds more force to your back. If you must turn when lifting, pivot your feet instead of twisting your back. In addition, always be sure of your footing. A sudden change in footing or a trip can cause enormous amounts of added stress on the back.

Always use both hands when lifting and lift slowly and deliberately. The ideal situation is to have someone or something to help you when lifting, but if that's not possible, follow all the above listed guidelines to minimize your risk of injury.

Following is a review list of dos and don'ts when bending and lifting:

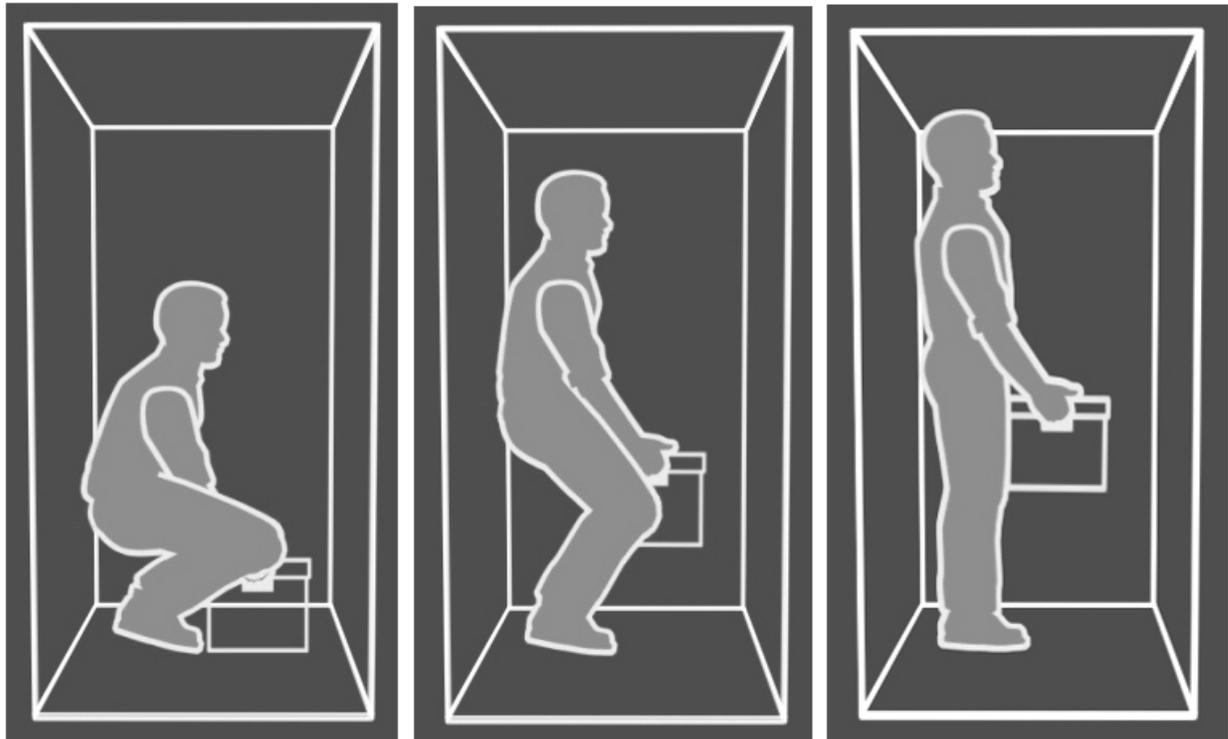
Don'ts

- Don't lift things when your feet are too close together. If your feet are closer than shoulder width you'll have poor leverage, you'll be unstable, and you'll have a tendency to round your back.
- Don't lift with your knees and hips straight and your lower back rounded. This is the most common and stressful bad lifting move. Twisting the trunk during this bad move compounds the problem.
- Don't tense and arch the neck when lifting. This crams your neck joints together and causes pain especially if maintained for a long period of time.
- Don't lift and/or carry an unbalanced load.
- Don't lift and bend too much in a short period of time.
- Don't lift objects that are too heavy for you.
- Don't lift heavy objects directly following a sustained period of sitting, especially if you have been slouching.
- Don't lift things overhead with your neck and back arched, if possible.

Dos

- Do place your feet and knees at least shoulder width apart or front to back in a wide-step position. This will help you bend at the hips, keeping your back relatively straight and stress free.
- Do lean over or squat with the chest and buttocks sticking out. If you do this correctly, your back will be flat and your neck will balance in a relaxed neutral position.
- Do take weight off one or both arms if possible. When you squat down or push back up, use your hand or elbow as support on your thigh or any available structure. This takes some of the compression and strain off of the lower back.

- Do balance your load on either side if possible, or switch sides so that both sides are equally stressed.
- Do level the pelvis or tuck in your buttocks and suck in your abdomen, when reaching or lifting overhead. Keep your chest up to keep the low back and neck in neutral alignment.



CUSTOMER SKILLS

This is one of the finer parts of your job, interacting with customers, which is a vital part of the job. Our *most successful* technicians are those who interact with ease with all customers.

The customer's first impression of you will usually determine how they respond to you. For this reason, it is important for you to be perceived as a technician that is professional in appearance and interested in doing a good job.

Be sure to read the “Tip Sheet – Collections” and the “Tips for Maximizing Your Collections Route” in the Appendix.

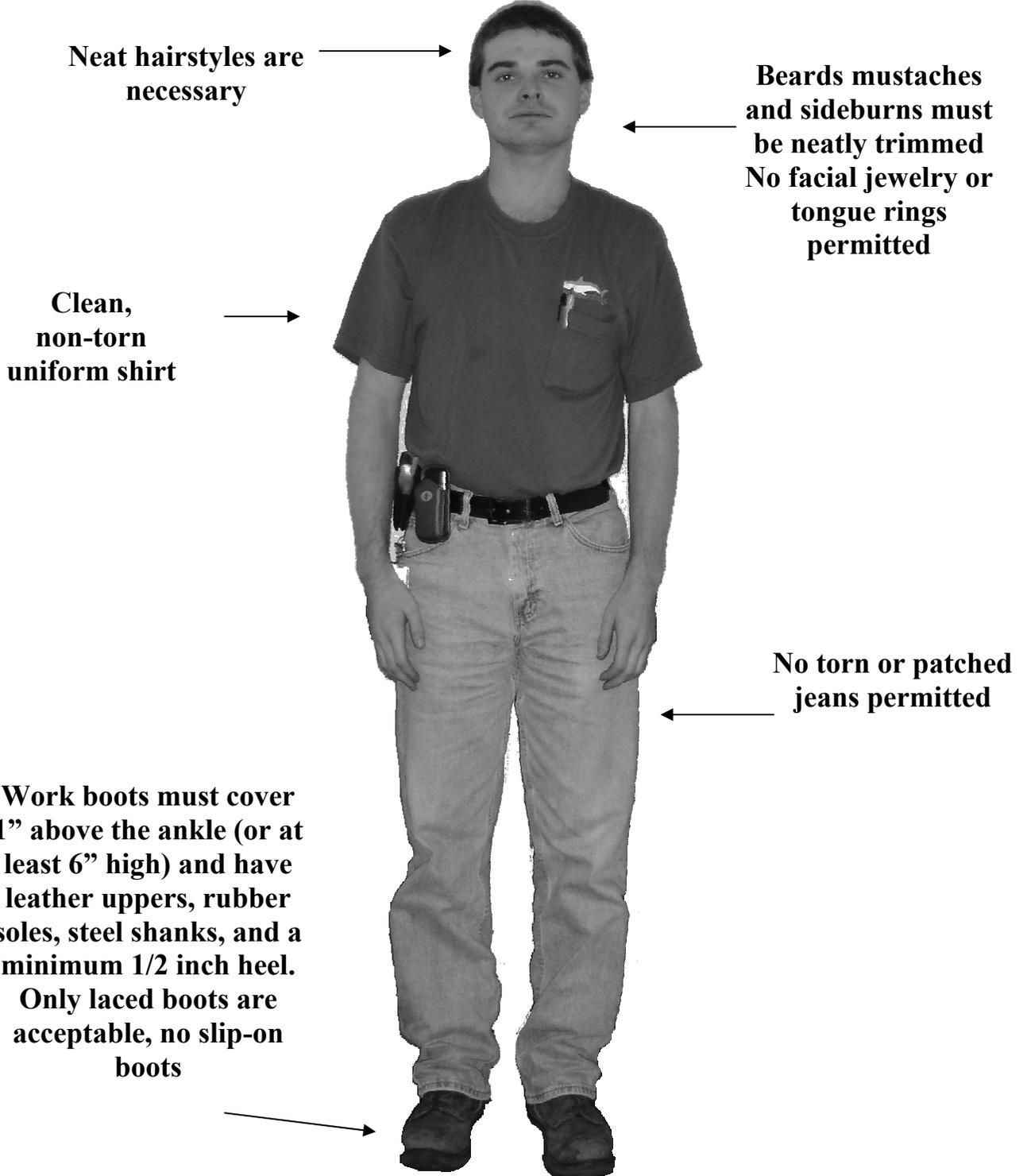
What customers expect from you

- Professional appearance. (Refer to Makotek Dress Code)
- Trustworthy – They want to know that you are an **authorized representative** of the cable company. This begins with your vehicle being properly marked with signs and a clearly visible I.D. badge identifying you.
- Respect – Always treat the customer the same way you *would like* to be treated. This includes his/her property. If you enter the customer’s home, be sure wear “booties” and exercise care as not to accidentally break anything.
- Friendliness – That’s *friendly*, NOT *familiar*. Always refer to the customer by Mr. or Ms. (Last Name). It is inappropriate to refer to the customer by first name without their permission. Be pleasant but remain within the scope of your job. Even if the customer uses profanity in the conversation or becomes irate, it is not acceptable for you to use profanity.
- Always be polite – Words and phrases such as *Sir, Ma’am, Please, Thank-you, You’re welcome, I understand, etc...* will go a long way towards keeping the situation under control.
- Remain calm – Occasionally, a customer may become irate and/or argumentative. They may even verbally attack you. Never take it personally, they don’t know you. You are simply there to do your job and if you have followed the above items, these occasions will be rare. Always keep your cool and if the situation appears to be getting out of control simply say something like “*Sir/Ma’am, have a nice day,*” and leave the premises immediately. You can always come back later.
- Never argue or become confrontational with the customer. It is often best to simply repeat your purpose for being there, such as “*Yes Sir/Ma’am, I have a work order concerning your account, and I just wanted to see if....*”

Once you have completed the transaction always be sure to leave the customer with a pleasant “*Thank you. Have a nice day.*” Remind employee to remain professional yet, friendly.



Approved Technician Appearance



FIELD COLLECTORS FOOTWEAR

Employees in “collections-only” positions must comply with company policy for the Approved Technician appearance. However, as an exception, alternative footwear is permitted.

I) Acceptable Shoe Styles:

Dress and casual shoes are permitted for employees whose job title is collector and they do not perform disconnects.

Dress shoes are characterized by smooth and supple leather uppers, leather soles, and narrow sleek figure. Casual shoes are characterized by sturdy leather uppers, non-leather outsoles, and wide profile.

The majority of dress and casual shoes have an upper covering, commonly made of leather, enclosing the lower foot, but not covering the ankles. This upper part of the shoe is often made without apertures or openings but may also be made with openings or even itself consist of a series of straps, e.g. an open toe featured in women's shoes.

- 1) Hiking shoes or boots: usually have a high somewhat stiff upper with many lace eyelets, to provide ankle support on uneven terrain, with extra-large traction on the sole. Excludes cross-training styles designed to mimic athletic shoes. Style is acceptable in shades of brown, black, grey, tan and natural green.
- 2) Oxfords (also referred as "Balmorals"): Leather top casual dress shoes, with or without laces. Style is typically constructed with a rubber or wooden sole. Style is acceptable in shades of black, brown and grey.
- 3) Blüchers (American), Derbys (British): the laces are tied to two pieces of leather independently attached to the vamp; also known as "open lacing" and is a step down in dressiness.
- 4) Monk-straps: a buckle and strap instead of lacing

II) NOT Acceptable Shoe Styles:

- 1) Athletic Shoes - sneakers, canvas shoes, tennis shoes, etc.
- 2) Boat shoes, also known as "deck shoes": similar to a loafer, but more casual.
- 3) Slip-ons with no lacings or fasteners; i.e. loafers, sandals and flip flops.
- 4) Open Toe Shoes – any shoe that does not completely cover the toe.
- 5) All others not listed under acceptable shoe styles.

Tips for Maximizing Your Collections Route

- You should work approximately 35 work orders per day, depending on the area covered.
- Run your complete route once through and then take a break.
- During your first complete run-through of your route you should make contact with an average of 4 to 6 customers (payments, vacant, “no-money” or arrangements.) For those with whom you do not make contact, place something against the door that the customer would have to move. This could be a newspaper, doormat, news flyer, or anything that is handy and non-threatening. On your second and/or third trips by that house, you will be able to notice if someone has come home.
- After a break you can begin your second run-through after 3:30 p.m. You should have approximately 25 work orders and move through them faster because you are more familiar with the location and for those you notice are still not home you won’t have to go to the door. You should make contact with an average of 6 to 10 more customers up to 6 p.m.
- Your third run-through should begin about 6 p.m. and you should have around 17 or less work orders left. It may be dark or approaching dark but you will find the houses easily since you have been to each one twice already. You should make contact with half or more of the remaining orders because this is PRIME TIME!
- Next morning you should run the few remaining work orders and THEN mix in your fresh work orders and begin the same process again.

This process allows you to make contact with a high percentage of customers each day. You should complete at least 15 jobs per day (90 per week) with high save, equipment and contact rates.

Once contact with the customer is made, always strive to leave with either a payment, a partial payment, or equipment.

TIP SHEET- COLLECTIONS

- Be assumptive. Always assume the adult at the door is your customer. Don't give them a chance to say that the person is not home.
- Knock on the door and then position yourself to see the windows and/or light in the peep hole of the door. If someone looks out you will see and acknowledge them. Just wave and say "name of cable company" and usually they will feel obligated to answer the door.
- Sample Phrasing - Collector: "Hi, _____? I'm with the _____ cable company and I have a work order here to disconnect your cable, but I wanted to **check with you first** to see if you wanted to pay it **rather than have it interrupted.**"
- **Be confident**, and don't hesitate. State why you are there and how you can help them keep their cable service.
- **Be persistent.** It may be easier for them to tell you to turn it off than for them to pay. Many times, they will end up paying if you are persistent.
- Always start with the highest dollar amount when dealing with the customer. This leaves room to negotiate & will keep your average collection amount higher.
- When you knock on the door answer the "Who is it?" with – the name of the client you are representing.
- When asked why you are there, politely inform them that you have a disconnect order but were knocking as a courtesy to see if they wanted to make a payment. i.e. "Did you want to make a payment or have the service interrupted?" This puts the ball in their court, and they have to answer the question.
- If customer has no checkbook and wants to make an arrangement with you, document the date, time frame and amount to be paid at the appointment. Also verify the phone #, in case you have to reach the customer to extend the appointment window. Leave them your cell phone # as well. At this time, attempt to get at least \$30.00 as a down payment.
- If an appointment is made by phone or in person, leave yourself at least a 2-hour window in order to comfortably fit it into your day.
- **Do not** collect from or discuss the account with minors (**anyone under 18yrs old**).
- Only collect from the customer or their spouse (unless a roommate or other person at the address speaks up and says that they can pay the bill, when you said who you were representing).
- If a customer states that they cannot pay and chooses to disconnect, have them sign the tablet and get the equipment.
- Be nice; but be firm.
- Always use Sir or Ma'am. Be polite and courteous. Chances are you will see them again.
- Do not take things personally. Remain positive and upbeat.
- Never argue with a customer.
- Always make sure vehicle and equipment is locked up and secure.

Awareness Tips For Field Employees

Protecting Our Field Employees

As a Field Employee with the company, you are in continual contact with customers and the public. There are times when you may be observed as a possible target of a Theft, Robbery, Assault or verbal Confrontation with an individual. We want to ensure you have the proper guidelines, awareness information and training to make certain you do not become a victim of a crime attempt.

Everyday activities include some risk to your personal safety. People and events can be unpredictable. You cannot avoid all risks, but you must be aware and take precautions. The best approach to any situation encountered is to assess the risks involved and take the necessary safety measures that are required and logical.

Your best security and safety tools are your brains and your common sense. Preparation before an emergency can keep you calm and help you make the right choices. Think how you would handle various emergency situations or encounters and create a safety plan and response for each one.

Listen to your intuition and follow your instincts to safety. Don't be afraid to protect yourself and never remain in an uncomfortable situation. Fear is the body's alarm system—listen to it.

If any matters develop it is always important to contact your Supervisor to discuss the issue. Don't be embarrassed! If you feel unsafe tell your Supervisor. Other arrangements can be made or a backup Tech sent out for your protection if you have specific concerns about a specific residence.

How Do Crimes Occur?

There is a well-developed theory in criminal studies that three factors must be present for a crime to occur: Need or Desire, Rationalization and Opportunity.

The criminal has some type of basic "Need," such as money for drugs, cash, etc. They will then "Rationalize" their actions in their minds and then look for the "Opportunity" to commit the crime.

If you take away their opportunity to commit a crime against you the crime will not occur.

Basics of Street Safety

- Always look around and observe your surroundings. Awareness of what is around you prepares you for the possible unexpected.*
- Listen and act on your intuition. It's better to be safe and risk a little embarrassment than stay in an uncomfortable situation that may be unsafe.*
- If someone asks you for directions always stay at least two arm's length away. They may just be lost or they may be sizing you up for an incident. Be courteous but be cautious*
- When on the street after exiting your vehicle walk with confidence and look like you know where you are going and that you can handle yourself in any situation.*

- *Ignore comments from strangers*
- *Trust your instincts. If something or someone makes you feel uneasy avoid the person or leave the area.*
- *If someone touches you or pushes you try to get away quickly.*
- *Plan your route and remain alert when walking*
- *You have a tool belt to conduct your job. If you are threatened with physical harm you have the means to try to defend yourself.*
- *When stopping for lunch pick a highly visible area to eat. If you plan to eat in your vehicle do not park on side streets or remote areas. Park in a shopping area, fast food parking lots, neighborhoods or areas where you can be mistaken for a police surveillance van.*
- *Do not surrender your vehicle to an employee of law-enforcement or other official to use for a search warrant or other purposes. This is done on TV but not in real life. Contact your supervisor immediately if such requests are made.*
- *If you have a flat tire or other vehicle problems in a bad area drive if possible until you can find a safe location in a highly visible area.*

When Confronted by a Firearm

- *There is no correct defensive advice to provide if a firearm is leveled at you*
- *In the time it takes to react or attempt to seize the weapon, the weapon can be fired*
- *Do not resist when a firearm is pointed at you unless your life is in imminent danger*
- *If you are confronted with a weapon do not resist unless you are in imminent danger and perceive there are no other options left but to resist*
- *Always presume that if a weapon is displayed the attacker knows how to use it*
- *Try to calmly talk your way out of the confrontation*
- *If you have to move or reach tell the person what you are going to do and why.*
- *Tell the attacker you will give him what he wants if he puts the gun down and lets you go free*
- *Remind employee: you cannot outrun a bullet!*

Robbery Situations

- *Minimize the amount of money, credit cards or visible jewelry on you at work*
- *Keep \$20-\$30 in low denomination bills in one front pocket to make change and stash the rest of your collected money.*
- *Never pull all of your cash out in front of anyone and ask to step inside when making change whenever possible.*
- *Always make sure that equipment and work orders are kept out of sight.*
- *If you are confronted with a weapon do not resist unless you are left with no choice but to resist*
- *Always presume that if a weapon is displayed the attacker knows how to use it*
- *Robbers usually are excited and may be provoked easily or might be under the influence of drugs or alcohol*
- *They are intent on completing the crime and getting immediately away from the scene*
- *Try to remain calm. Don't make any sudden movements to upset the robber.*
- *If you are on a ladder and threatened comply with what the robber wants to avoid being knocked off the ladder.*
- *Do exactly as you are told.*
- *If you have to move or reach tell the robber what you are going to do and why.*

- *Take a good look at the robber so you can describe them later. While trying to determine age, height, weight and appearance make comparisons between them and yourself or people you know*
- *Don't be a hero. It is better to lose some money or tools than your life.*
- *Give the robber time to leave.*
- *Note the direction of travel when they leave.*
- *Try to get a description and license plate of any vehicle used only if you can do so without exposing yourself to harm.*
- *Call the police immediately to report the Robbery*
- *Contact your supervisor to advise them of the event; they will also notify Security Operations.*
- *If there are any witnesses about ask them to remain until the police arrive so they can provide additional details of the robbery.*

Assault

- *Assault is when you are threatened or actually touched by the person committing the crime.*
- *If you are involved in a heated argument that appears to be turning violent walk away. If you stay and fight "to prove something" you will only demonstrate poor judgment and legally your "aggressor" actions can be used against you if the Police become involved.*

Mentally Unstable Persons

- *Do not argue with a person you believe may be mentally unstable. End any conversation with them quickly.*
- *Do not argue with them or insult them.*
- *Do not make any physical contact with them since this may trigger a violent response.*
- *Do not try to reason with them. It can be useless and act as a triggering event for their anger.*
- *They are often unpredictable so don't assume they will act in a rational manner.*
- *Leave the area as soon as possible. Just tell them you have to leave to do your job.*

Carjacking Attempts

- *When traveling in your vehicle always keep the doors locked. Any time you are driving through areas containing stop lights, stop signs, or anything that significantly reduces vehicular speed, keep your windows rolled up.*
- *When you are at your service call turn off the truck. Do not leave it running with the keys in the ignition. This prevents theft and also saves money.*
- *Be certain that your rear and side truck doors are always closed and locked to prevent "grab and go" thefts of tools or equipment.*
- *Leave ample maneuvering space between your vehicle and the one in front of you. This not only reduces the chances for a rear-end accident but also allows you maneuvering room in the event of a possible carjacking.*
- *A general rule to follow is if you cannot see the back tires of the vehicle in front of you then you are following too closely.*
- *When possible, always use the left or center lane to travel allowing you ample maneuvering space to get around cars trying to block you.*

- *If you are approached by a suspicious person while stopped at a light or stop sign do not stop or roll down the window. Drive away quickly.*
- *If you believe you are being followed stay on main roads and call the police. Try to identify the vehicle make, color and license plate number. Do not turn down side streets or neighborhood streets. Stay on main roads or drive towards a police station.*
- *If another driver tries to force you to pull over or tries to block your way keep driving and try to get away. Try to note the license plate number and description of the vehicle and the occupants.*
- *If you are directly threatened with a gun give up your vehicle. Don't argue. Your life is definitely worth more than the vehicle which can be replaced.*
- *Get away from the area until the carjacker has left*
- *Contact the Police and your Supervisor*

Defense Against Dogs

- *When confronted by a threatening dog our impulse is to turn and run. This is the worst response since movement triggers the chase instinct in dogs*
- *Stand very still and try to be calm.*
- *Don't scream at the dog*
- *Be aware of where the dog is. Look in its general direction but don't stare into its eyes. This is considered an aggressive challenge.*
- *If the dog quietly approaches let the dog sniff you. Don't make any sudden moves.*
- *In a low voice say "No. Go Away. Go Home."*
- *Back away slowly until the dog is out of sight.*
- *If the dog charges be prepared to defend yourself. Your clipboard or the tools in your tool belt may be used for self-defense, as necessary.*
- *As a last resort, carry a container of dog-repellant spray to use ONLY if a dog is aggressively attacking you. These sprays can be purchased at drug stores and pet stores.*

Verbal Confrontations

When dealing with customers they may be upset over service issues and take their anger out on you. Be courteous and polite and use a low tone of voice to help calm them and remind employee that you represent the cable company. Be courteous and professional but know when to back off.

Observe

When there are outward indications of intoxication, hallucination, unusual or bizarre speech patterns and corresponding behavior, you may have to cancel the service call until a better time. Any type of positive intervention at this point would be fruitless. Simply listen to the complaint and attempt to calm the subject until you can leave the premises.

Listen

The subject needs to know that you are willing to help them. They need to feel that it is your top priority to solve his or her particular problem.

Avoid Defensiveness

You may be the only representative to whom the person is able to air his or her grievance. To avoid escalating a confrontation do not defend the company's or another person's actions. There may be reasons that specific actions were taken but now is not the time to provide a defense. The goal is to "hear out" the complaint without placing responsibility back on the individual.

Acknowledge Emotions through Support

This will reduce the subject's uncertainty and hostility. The complainant usually expects or wants a confrontation. Do not provide fuel for that emotion. It would be appropriate to say "I would like to help you. Let's see how we can resolve this problem" or "I can understand why you would be upset. Please tell me how I can help you."

Establish Boundaries

The subject may make comments that are unrelated to the problem at hand. Calling you inappropriate names is a form of violence. Ignore initial comments that have nothing to do with the problem. Reduce the person's anxiety by keeping them to the subject at hand. Do not lash out to further agitate them.

Speak Slowly, Softly, and Clearly

Slow down your speech patterns and tone to reduce the subject's anxiety. Usually the person will be talking fast and exhibiting a fight/flight body language. When you talk slowly you will cause the other person to slow down as well. This will reduce elevated anxiety.

Ask Questions

There is tremendous power in asking questions. The other person is doing the majority of the talking yet you are psychologically in control. Ask questions relevant to the problem and respond by repeating the answer so the other person knows you understand.

State Consequences

If the individual continues being belligerent step away for a few minutes on a pretext. This will allow you to regain control and solicit assistance. This may provide the subject some time also to calm down. If the subject persists with threats when you return inform the subject that you will seek police assistance unless they calm down.

Vehicle Thefts & Break-Ins

Although a professional car thief can defeat most security measures and quickly break into and steal a locked vehicle, most vehicle break-ins and thefts are carried out by amateurs who take advantage of the carelessness of drivers who leave the vehicles unlocked or leave tools and other valuables in plain sight.

- *Avoid parking near trucks, vans, dumpsters and other objects that obstruct visibility and provide potential hiding places to jump you or break in to your vehicle.*
- *Avoid parking near strangers loitering or sitting in vehicles*
- *Turn off your engine, roll up the windows, lock all doors and keep your keys with you when you are on your service call. Make sure all truck compartments are firmly closed and locked.*
- *Never leave any tools or personal valuable items in plain sight in the vehicle interior*
- *When you approach your truck after a call always have your keys in your hand, so you don't have to linger before entering the vehicle*

Physical Assaults

If you are physically assaulted know that there is no “right way” to respond. You will need to assess your abilities and the situation, and then determine the best course of action. Sometimes, resistance and a shout for help are enough to discourage an attacker. You can try to talk the attacker out of committing the crime or you can submit and try to escape later. You should realize that you have the right to reasonably defend yourself with whatever is at hand—but carrying offensive weapons is against the law and company policy.

You will be scared and shocked, but it is important that you be aware of basic self-defense and evasive strategies to help calm yourself in stressful situations. Just remind employee, these strategies are a “Last Resort” when you feel that your life and physical well-being is in danger. You must never initiate any type of physical confrontation unless it has been directed towards you first! Finally, remind employee that there are no rules when you must fight for your life!

- *Never plan to fight an attacker and win. Do only what is necessary to get away from them and get to safety.*
- *You can only use “reasonable force” by law to stop the attacker from further attacks. You cannot continue to attack after they have been incapacitated.*
- *Stomp on an attacker’s foot with your heel using all of your weight and stomp with as great as force as possible.*
- *Kick an attacker in the shins or knees with your whole foot. Push hard with as great a force as possible being careful to maintain your balance so you do not lose your balance and fall.*
- *Gouge at an attackers face and eyes with your thumbs or fingers. Push hard to get them to the ground.*
- *If you are in position in front of the attacker jab your thumb into the hollow of their neck just below the Adam’s apple. This will almost immediately incapacitate them.*
- *If attacked from behind and held, stomp on the foot of the attacker and bang the back of your head into their face/nose as hard as possible.*
- *If attacked from the front and the attacker has their hands at your throat, do not try to pull at their hands (as your instincts will first dictate) but put your arms between their arms and hit outwards at their elbows to break their hold. At the same time turn your body and head in your strongest direction (to the right if you are right-handed; and to the left if you are left-handed). This breaks the hold and positions you to stop further attacks.*
- *It takes more energy for an attacker to recover from a miss than a hit. It also puts them off balance. If at all possible, duck and dodge any advances by your attacker.*

□ *If you are on the ground and are able to break free push at the attacker with your feet to put distance between you. Kick at their hands, head and face as you push away from them. When they are distracted or down on the ground stand up and run.*

Observations on a job visit

Techs have reported to their supervisor their concerns over serious issues they have observed while on visit to a residence. While on a service call a Tech may observe incidents of child abuse, animal abuse, quantities of drugs and drug paraphernalia, large sums of money or guns lying about, or other serious issues that may cause concern. We have a civic duty and civic responsibility to be aware of possible criminal activity and to report such activity to the Police.

If you should observe matters that trouble you, do not hesitate to contact the Police and report such occurrences after your job is completed. The Police will keep their sources of information confidential, and do not announce that “The cable tech reported this to us!”

If a situation you encounter does bother you discuss it first with your supervisor before contacting the local Police or Sheriff’s Department to advise them of your concerns.

Summary- Fair Debt Collection Practices Act

PURPOSE

The purpose of this Collection Act is to eliminate abusive collection practices by debt collectors, to ensure that debt collectors that do not use abusive collection practices are not competitively disadvantaged and to promote consistent State action to protect consumers against debt collection abuses.

GENERAL COLLECTION INFORMATION

DO'S

- Only contact (by phone or in the field) customers between the hours of 8am and 9pm, unless you have made specific arrangements with the customer.
- Only discuss the account with the account holder or their spouse.

DONT'S

- Do not use or threaten to use violence.
- Do not use profane or obscene language.
- Do not threaten legal action that cannot or is not intended to be taken.
- Do not use false representation or deception in order to collect the debt or obtain information.
- Do not use the name of any other business, company or organization name other than the true name of your business, company or organization.
- Do not deposit or threaten to deposit postdated checks prior to the date on the check.
- Do not accept a check that is postdated for more than 5 days away.
- Do not leave specific debt information (amount owed, etc.) on a door hanger, unless it is folded and sealed with the information on the inside.

ELECTRONIC PRIVACY INFORMATION CENTER

Summary of the Cable TV Privacy Act of 1984

47 USC Sec. 551
-EXPCITE-

01/24/94

TITLE 47 - TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS
CHAPTER 5 - WIRE OR RADIO COMMUNICATION
SUBCHAPTER V-A - CABLE COMMUNICATIONS
Part IV - Miscellaneous Provisions
-HEAD-

Sec. 551. Protection of subscriber privacy

-STATUTE-

(c) Disclosure of personally identifiable information

(1) Do not disclose personally identifiable information concerning any subscriber and take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(ii) do not reveal, directly or indirectly, the -

(I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

(II) the nature of any transaction made by the subscriber over the cable system of the cable operator.

(f) Civil action in United States district court; damages;

attorney's fees and costs; nonexclusive nature of remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award -

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber remedy available to a cable subscriber.

APPENDIX C

BASIC SAFETY PROGRAM

A. SAFETY POLICY ASSIGNMENT OF RESPONSIBILITIES

Company management is primarily responsible for the implementation and enforcement of the corporate safety policy.

The company Managers will assume the responsibility for enforcing the program. In addition, company Managers will be responsible for all documentation and records developed as a result of safety training, meetings, accident investigations and hazard reports required by this plan.

B. COMPANY AUTHORITY AND ACCOUNTABILITY

Management accepts the responsibility for providing resources and guidance for the development and implementation of the safety and health program.

Company Managers are responsible and accountable for the overall implementation of the working plan.

Company Managers will be responsible for ensuring that all employees follow all safety and health policies, procedures, and rules established by the company.

The company Training Manager is responsible for administering training and guidance to employees.

Employees of the company will assist the company with commitment to the safety and health program, abiding by the policies, procedures, rules set forth by the program, and becoming actively involved in the program to assist in providing a safe and healthful workplace for all involved.

Employers of outside contractors that provide or perform services for the company are responsible to ensure that all employees, and services provided by employees, are performed and delivered in a manner that is consistent with our commitment to safety and health.

The company Accident Prevention Plan will be made available for review by all employees.

C. ANNUAL REVIEW ACCIDENT PREVENTION PLAN

Company management will review the Accident Prevention Plan during the first month of each calendar year.

This review will be to determine if all areas of exposure are addressed in the accident prevention plan.

Any new hazards identified during the review will be included in the accident prevention plan and employees will receive immediate training when required.

Annual reviews will be documented showing date of review and any new areas of exposure identified.

Documentation will be maintained by the Human Resource Manager at the Orlando, FL Home Office.

D. ACCIDENT/INJURY ANALYSIS

Company Managers will review all accident investigation reports, hazard reports, incident reports, inspection reports and the OSHA 300 form on a continuous basis as needed to identify any trends in accidents or hazards that may be developing both at our company locations and the cable companies.

Company management will recommend corrective actions to be taken to prevent reoccurrence of similar accidents or hazards. Company Managers will be responsible for implementing corrective actions.

Documentation of these reviews will be retained by the Manager for a period of 12 months.

E. ANALYSIS AND REVIEW

Each Manager will review and analyze all records and documentation pertaining to the safety and health program. This review will be conducted on a continuous basis and will focus on hazard analysis and recognition of developing trends.

Trend analysis will identify recurring accidents and near miss incidents resulting in, or potentially involving injury, illness, or property damage. The analysis will also recognize repeatedly identified hazards/violations needing corrective action to establish what program component is failing that allow the hazard to exist.

Company safety consultants will provide information and recommendation for corrective measures for trends developing as a result of workers' compensation claims analysis and review.

Employees will be made aware of developing trends and hazard exposures as they are recognized.

Trends of accidents or hazard recurrences will be the focal point for corrective action and employee training as needed.

Employee training records will also be reviewed on a regular basis to ensure an adequate and effective training program is maintained. Employees will also be

interviewed from time to time to establish retention of training and determine when information should be supported or repeated.

F. RECORDKEEPING

The company believes that the only valid means of reviewing and identifying trends and deficiencies in a safety program is through an effective recordkeeping program. The recordkeeping element is also essential in tracking the performance of duties and responsibilities under the program.

The company is committed to implementing and maintaining an active, up-to-date recordkeeping program.

G. INJURY AND ILLNESS DATA

Company Managers will maintain records of all work-related injuries and illnesses to our associates or the employees.

The following records are applicable only to work related injuries and illnesses.

Applicable forms or records:

- OSHA Form 300 - Record of Occupational Illness and Injuries;
- Applicable State Workers' Compensation Form, First Report of Injury;
- Record of first aid or other non-recordable incidents and;
- Supervisor Accident Investigation Reports (when injuries are involved).

Accident and injury records will be kept by the Managers for a period of five years. All data pertaining to injuries or illnesses that did not require medical treatment, or were otherwise not recordable on the above-mentioned documents, will be maintained in written record form. This will include first aid treatment of any kind.

All injury and illness documentation and records will be reviewed on a regular basis by management to analyze occurrences, identify developing trends, and plan courses of corrective actions.

H. SAFETY PROGRAM RECORDKEEPING

Managers will be responsible for maintaining all documentation of training, accident reports, OSHA logs, hazard reports, incident reports and any other documentation incidental to the implementation of this accident prevention plan.

Blank forms for all safety-related training and documentation will be available from the HR Manager in the Orlando, Florida office.

I. INJURY RECORDS

An injury log will be maintained in the Orlando, Florida office and at each location. Injuries will be recorded on an OSHA 300 form or equivalent within 24 hours of being reported.

The summary portion of the OSHA 300 form will be posted from February 1 to May 1 each year in a place where employee notices are normally placed.

Injury records will be retained for a period of five calendar years.

J. INSPECTION REPORTS

Documentation will include: (1) Date of inspection, (2) Name of inspector and (3) Discrepancies found.

Reports maintained until all discrepancies are corrected or at least 12 months, whichever is longer.

K. SAFETY MEETINGS/HEALTH AND SAFETY TRAINING

Employees of the company will attend regular safety meetings, which will be conducted by management, management designee and/or Safety Consultant.

Safety and training meetings will be documented and records will be maintained by the Manager.

Documentation will include: (1) Date of training; (2) Name of trainer; (3) Subject(s) covered and; (4) Signed attendance roster.

All training required by OSHA will be conducted on a timely basis and records will be maintained in accordance with OSHA or other directing guidelines.

Specialized new employee orientation training will be provided and documented before employees are required to perform tasks involving these exposures. Resources used in orientation training include safety topic resources, safety videos,....

Reports will be filed in a log and maintained for a period of 24 months or as required by law or directives.

L. ACCIDENT INVESTIGATION REPORTS

A written accident report will be filed and maintained available for review. The investigation will be documented on the company form (Supervisor's Accident

Investigation Report). The report will be retained for a period of 24 months or as required by law or directives.

M. SAFETY INSPECTION POLICY

Designated personnel will be responsible for conducting and documenting safety inspections of vehicles, equipment, ladders, personal protective equipment, including observation of actual work assignments. Records of these inspections will be kept by the location Manager. Employees are responsible for inspecting their own equipment and vehicles for possible hazards. Hazards will be reported in writing to the Manager. The Manager in consultation with company management will recommend corrective actions to be taken. Employees will inspect hand tools, personal protective equipment and ladders to identify hazardous conditions prior to beginning work and

The Manager and/or designated person(s) will be responsible for conducting documented quarterly inspections of the work materials and equipment and correcting any identified hazards.

Any vehicles being operated will be inspected by the driver before use. Documentation of these inspections will be kept by the Manager for a period of 12 months.

N. ACCIDENT INVESTIGATION PROCEDURES

1. Investigations are required on all accidents including those "near misses" not producing injuries. Near misses will be documented on an incident report and forwarded to Workers' Compensation Claims Group for review. Near misses are reviewed to determine if a recurring hazard exists, therefore, they must be thoroughly investigated and reported. Accidents that do not produce injury have probably produced other job hindrances, such as delays, damaged material, damaged equipment, etc.
2. All accidents are to be investigated by the Manager involved. Investigations will be conducted as soon as possible but no later than 24 hours after the accident.
3. The First Report of Injury and Supervisor Accident Investigation reports will be forwarded to Workers' Compensation, who will forward to the Safety Consultant for review. All incident reports, hazard reports, accident investigation reports and inspection checklists will be reviewed by company management to determine if trends are occurring.
4. These are the simple steps involved in producing a thorough and effective investigation:
 - Understand the need for the investigation.
 - Prepare for the investigation.

- Gather facts about the investigation (who, what, where, why, when, how).
 - Take pictures, draw diagrams, get witness statements, (don't rely on memory, accident scenes change).
 - Analyze the facts.
 - Develop conclusions.
 - Analyze conclusions.
 - Make a report. Be very detailed and don't leave out simple facts.
 - Correct the situation(s) or recommend corrective actions, depending on your authority.
 - Follow through on recommendations.
 - Double check the corrective action(s).
 - Critique the investigation (assist management in reviewing the investigation report).
5. Each person in the review process is responsible for assuring thorough investigations and following up on corrective action to make sure it is effective.

O. ACCIDENT INVESTIGATION GUIDELINES

An accident can be defined as any occurrence that interrupts or interferes with the orderly progress of the job and usually occurs suddenly and unexpectedly. Some accidents involve human injury. Accidents arise from a combination of unsafe acts and unsafe conditions.

The intent of an accident investigation should be to determine what basic condition or act caused the accident so corrective measures can be taken to prevent reoccurrence and not to identify the guilty party.

The person supervising the employee involved will conduct a comprehensive investigation. The company Managers are responsible for getting the most efficient use out of the equipment, material and people. They are also who management looks to solve operational problems such as unsafe acts or conditions.

An accident should be investigated as soon as possible and at least within the first 24 hours of the occurrence. The sooner the information is gathered, the more accurate the facts will be.

The accident investigation should include the following:

- Interview the employee involved (when possible) to evaluate the situation and potential liability.
- Photograph the scene (if possible). Don't rely on memory.
- Locate, interview and get statements from any witnesses.
- Evaluate any evidence found at the scene and reconstruct events.

- Have involved employees step through the sequence of events.
- Do not disturb the accident scene until you are satisfied with the investigation.
- Before leaving the scene, warn, protect and/or repair any exposure areas.
- Involved employee should complete a written report before leaving for the day. Be sure the report is in sufficient detail.
- Re-interview the involved employee if necessary.
- Complete all documentation of the event.

P. DISCIPLINARY POLICY

- (1) Employee safety is or major concern here at the company. This company's personnel will adhere to company and cable company safety rules and regulations as a condition of employment. Any individual employee that has shown continued disregard for either safety or attendance standards shall be subject to appropriate disciplinary action. Such disciplinary action may be up to and including termination of employment. Such termination of employment shall be deemed to be "for cause" and will disqualify the employee from any job incentives the management may enact or reward.
- (2) General safety guidelines (rules and regulations) have been established and implemented by the company. This company has no desire to discipline any employee. However, we intend to use every means to insure a safe workplace, and all employees are expected to fulfill their responsibility in meeting this goal. The responsibility and accountability for enforcing disciplinary actions belong to the Managers. They are held under the same level of discipline for failure to identify, correct, and discipline unsafe acts and unsafe conditions.
- (3) These guidelines are intended to promote a safe and efficient work environment at the company and are 100% approved and supported by upper management.
- (4) All employees are required to comply with safety guidelines.
- (5) A safety violations log is established and implemented for the purpose of recording and tracking employee violations.
- (6) Where appropriate, the following action will be taken in response to safety violations:
 - (i) First Offense/Violation – Violator will be issued a written warning.
 - (ii) Second Offense/Violation – Violator will be suspended for three (3) days without pay.
 - (iii) Third Offense/Violation – Violator will be terminated from employment.

Notwithstanding this progressive disciplinary policy, the company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may in its sole discretion, eliminate any or all of the steps in the disciplinary process.

- (7) Each official safety violation will be documented on the applicable form. An employee's safety record will be utilized as an important part of his/her performance evaluation.

Q. CONCLUSION

The goal is to stop accidents before they happen, by taking steps to eliminate the causes of accidents. Approaches to loss control not only save employees from injury and lost time, but also pay large dividends to business with lower hidden accident costs, higher employee morale and more efficient operations.

APPENDIX D – SAFETY FORMS

DISCIPLINARY POLICY

Company personnel will adhere to company and cable company safety rules and regulations as a condition of employment. Any individual employee that has shown continued disregard for either safety or attendance standards shall be subject to appropriate disciplinary action. Such disciplinary action may be up to and including termination of employment. Such termination of employment shall be deemed to be “for cause” and will disqualify the employee from any job incentives the management may enact or award.

The company has no desire to discipline any employee. However, we intend to use every means to ensure a safe workplace, and all employees are expected to fulfill their responsibility in meeting this goal. The responsibility and accountability of enforcing disciplinary actions belong to the Manager. They are held under the same level of discipline for failure to identify, correct, and discipline unsafe acts and unsafe conditions.

Violation notification will consist of three types: verbal, written, and termination. In most cases, a verbal warning (documented) will be given prior to issuing a written safety violation; however, this is not required. Safety Violation notices that are issued will be kept on file. Three written warnings will result in termination of the employee. Termination may also result from a willful and/or negligent act or acts resulting in personal injury or damage to property. All violations will be recorded on the Safety Violation Form and maintained at the job site. A copy of the violation will be kept at the company offices. A progressive report will be kept on file for a period of one year from the original infraction.

ADHERENCE TO POLICY

In order for any disciplinary program to work effectively, it must be administered fairly and consistently to all employees. Therefore, this procedure allows for no exceptions. The procedure will be the same for all employees.

I have read and understood the above policy.

Employee Signature _____ Date _____

ANNUAL REVIEW ACCIDENT PREVENTION PLAN

DATE OF REVIEW: _____

NEW EXPOSURES IDENTIFIED: _____

ACTION TAKEN: _____

REVIEWED BY:

1. _____ DATE _____

2. _____ DATE _____

3. _____ DATE _____

SAFETY HAZARD REPORT

LOCATION: _____ DATE: _____

TIME: _____ AREA: _____

HAZARD: _____

RECOMMENDATION: _____

ASSIGNED TO: _____

CORRECTION DATE: _____

EMPLOYEE SAFETY SUGGESTION

This form is for use by employees who wish to provide a safety suggestion to report an unsafe workplace condition or practice.

1. Description of unsafe condition or practice: _____

2. Causes or other contributing factors: _____

3. Employee's suggestion for improving safety: _____

4. Has this matter been reported to the area supervisor? Yes No

5. Employee Name (Optional): _____

6. Office Location: _____ Date: _____

Use of this form or other reports of unsafe conditions or practices are protected by law. It would be illegal for the employer to take any action against an employee in reprisal for exercising rights to participate in communications involving safety.

INDIVIDUAL EMPLOYEE TRAINING DOCUMENTATION AND SAFETY COMMUNICATIONS

Employer: _____

Name of Trainer: _____

Name of Employee: _____

Date of Hire/Assignment: _____

I have received training as described above in the following areas:

_____ Description of the employer's Workplace Injury and Illness Prevention Program.

_____ The potential occupational hazards in the general work area and associated with my job assignment.

_____ The safe work conditions, safe work practices and personal protective equipment required for my work.

_____ The hazards of any chemicals to which I may be exposed and to my right to information.

_____ My right to ask any questions or provide any information to the employer on safety either anonymously without any fear of reprisal.

_____ Procedures the employer will use to enforce compliance with safe work practices, including discipline.

_____ Other (specify): _____

I understand this training and agree to comply with the safe work practices for my job.

Employee Signature

Date

EMPLOYEE SAFETY ORIENTATION

Name: _____ Date Employed: _____

Department Assigned: _____

Job Assignment: _____

The following items should be discussed during orientation:

_____ Company safety policies and programs – employee to be required to read the Safety portion of the Employee Handbook

_____ Safety rules, both general and specific to job assignment.

_____ Safety rule enforcement policy (disciplinary procedures).

_____ Where, when and how to report injuries.

_____ Where, when and how to report unsafe conditions.

_____ Review of fire and emergency evacuation plan.

_____ Location and use of fire extinguishers.

_____ Requirement for safe work clothing and footwear.

_____ Importance of housekeeping

_____ Special job hazards

_____ Assignment and use of personal protective equipment.

_____ Proper lifting procedures (include demonstration).

_____ Employee is certified in the following: _____

Additional training requirements: _____

Important: If employee is transferred to another job, a new safety orientation form should be completed.

Signed: _____ Date: _____
Supervisor

Signed: _____ Date: _____
Employee

Complete and return to personnel office.

ACKNOWLEDGMENT AND AGREEMENT – Employer Copy

This is to acknowledge that I have received a copy of the Company ("the Employer") Employee Handbook dated **February, 2021**, and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with the Company. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

I also acknowledge that my employment with the Company is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the Employer. I acknowledge that nothing in this Employee Handbook and any oral statements or representations regarding my employment can alter the foregoing. I also acknowledge that this policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by a Vice President that expressly revises, modifies, deletes, or supersedes the policy of at-will employment.

I also acknowledge that, except for the policy of at-will employment, the Employer reserves the right to revise, delete, and add to the provisions of this Employee Handbook, at any time, with or without prior notice. Any revisions, deletions, or additions to the Employee Handbook must be in writing and signed by a Vice President of the Company. However, I acknowledge that management can change procedures and practices outside the scope of this handbook at any time with oral statements. I also acknowledge that, except for the policy of at-will employment or a written employment agreement providing otherwise, terms and conditions of employment with the Employer may be modified at the sole discretion of the Employer with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Employer's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Company concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

Date

Employee Signature

Employee Name [printed]

ACKNOWLEDGMENT AND AGREEMENT – Employee Copy

This is to acknowledge that I have received a copy of the Company ("the Employer") Employee Handbook dated **February, 2021**, and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with the Company. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in the Employee Handbook.

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I understand that, unless my employment is covered by a written employment agreement providing otherwise, the foregoing agreement concerning my at-will employment status and the Employer's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Company concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

Date

Employee Signature

Employee Name [printed]