

Heavy Duty
Trucking, Inc.

Benefit & Policy Handbook

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INTRODUCTION

Welcome to Heavy Duty Trucking, Inc. We are glad you have become a member of our team. We hope your association with us will be challenging and rewarding.

This handbook is designed to give you information about personnel administration and to answer questions that you may have regarding everyday operations. We believe in keeping employees fully informed about our policies, procedures, practices, and benefits. We want the employees of Heavy Duty Trucking, Inc. to know what they can expect from us and what is expected of them. If you have any questions that this book doesn't answer, please don't hesitate to ask for assistance.

Nothing in this handbook is intended to create a contract of employment (express or implied) or guarantee employment for any term or for any specific procedures. Because we are a growing, changing organization, we reserve full discretion to add to, modify, or delete provisions of this handbook at any time without advance notice. The policies, procedure, practices and benefits described replace all earlier written and unwritten ones.

MANAGEMENT PHILOSOPHY

Heavy Duty Trucking, Inc. pledges to our employees that as long as the affairs of the Company are in our hands, the following principles will govern our actions with employees.

Heavy Duty Trucking, Inc. is a union-free business. The Company and its management have had experience with unions, and it is our firm belief that a union is not in the best interest of any Company employee. We intend to remain union-free.

We want you to know of our union-free policy so that you can give it appropriate regard. At the same time, we want you to know that the Company will continue to highly regard the rights of all employees under all laws, including federal and state labor laws.

Benefits of the union-free policy:

- In our union-free Company, you can have direct, open, personal dealings with your employer.
- In our union-free Company, you can be treated as an individual.
- In our union-free Company, you don't have to join a union or pay union initiation fees or monthly union dues to keep your job.
- In our union-free Company, you won't lose wages and benefits during expensive union strikes.
- In our union-free Company, you won't have union rules or union bosses.
- In our union-free Company, you will have job security. Our customers deal with us because they can depend on us—we don't have union strikes. In addition, we don't have the costly inefficiencies of a union contract. This means that we are more competitive, which in turn means that you have a more secure job.

If anyone ever asks you to sign any kind of card or petition, you should read it very carefully and be sure you fully understand what you are getting into. The card may be a union card.

- By signing a card, you may automatically become a member of the union.
- If you signed such a card, you could be subject to the union's rules and regulations.
- If you signed such a card, you could be required to pay monthly dues, initiation fees, and perhaps fines and assessments.
- If you signed such a card, you could be giving away your right to discuss your job to a third party.
- If you signed such a card, you could be obligated to go out on strike without pay if the union called one.
- If you signed such a card, you could even lose your right to vote in a secret ballot election.

Never sign anything without first reading it carefully and fully understanding what you are being asked to sign.

The employees and their welfare are very important to the success of our Company. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the Company will benefit. Every employee is considered a member of our Company team. Our success as a Company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The management of Heavy Duty Trucking, Inc. will work continually for the benefit of our present and prospective customers as well as our employees to improve the competitive position of our Company. This will enable us to provide the best possible jobs for our team members.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting an expanding business within which will prevail an atmosphere of harmony with opportunity for all employees of Heavy Duty Trucking, Inc.

EMPLOYMENT

Equal Employment Opportunity. It is our established policy to utilize our available human resources effectively by selecting the best available person for a job. We give appropriate attention to such factors as education, background, experience, proven skills, desirable character traits, and growth potential. All promotions within this company are given according to ability, availability, aptitude, experience, education, and a willingness to work to serve the betterment of the Company.

It is our policy to provide equal employment opportunities to all qualified persons without regard to race, creed, color, age, sex, national origin, religion, physical/mental handicap, or veteran's status, and not show partiality to any employee or group of employees. This is in accordance with all federal, state, and local laws regarding equal employment.

Hiring Process. There are certain procedures that are followed in the hiring process, including completion of Employment Applications, checking of references, complying with Immigration Laws, and pre-employment physicals and drug testing according to DOT regulations. If an employee departs in the first sixty (60) days of employment, the employee assumes any and all costs of the hiring process. Examples may include pre-employment drug screening, Motor Vehicle Report inquiry, etc..

Application for Employment: All candidates for employment must fully complete, date, and sign the company's standard employment application form. The application form must be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information. The company may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false or misleading information. Employment Applications completed by applicants not selected for available openings will be maintained in an active file in the management office for a minimum of twelve (12) months and reviewed as suitable openings occur.

Confirmation of Previous Employment: It is our policy to request information from a prospective employee's previous employer(s) in order to obtain the prospective employee's work record as it pertains to his/her application for employment. In accordance with current USDOT rules and regulations as set forth in 49CFR382.413, we request information from previous employers of CDL drivers for the preceding three years.

Immigration Law Compliance: We are committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin. As a condition of employment and in compliance with the federal Immigration and Reform Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (Form I-9) and present documents that establish identity and employment eligibility. If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

Physical Examination: To help ensure that employees are able to perform their duties safely, physical examinations may be required. For certain positions or under certain circumstances and after an offer of employment, if a physical examination is requested, the exam will be conducted by a company-appointed physician at the company's expense. Employment may be conditional pending the receipt of a satisfactory physician's report. Current employees may also be required to undergo physical examinations. When necessary, these exams will evaluate an employee's ability to perform the essential functions of certain positions. Such exams will be conducted for all employees in the same job category and will be conducted at the employer's expense.

Pre-Employment Drug Testing: We are committed to providing a safe, efficient, and productive environment for all employees; therefore, job applicants are required to undergo testing at an employer-specified facility to determine illegal use of drugs or alcohol. Any applicant who fails a drug test will not be accepted for employment. The applicant is responsible for the cost of the pre-employment drug test; however, the company will reimburse the applicant for test with negative results. Any applicant who fails a drug test will not be accepted for employment and will not be reimbursed for the cost of the drug test.

Motor Vehicle Record (MVR) Inquiry: Employees may be expected to drive Company vehicles and must provide the Company with current and acceptable motor vehicle driving information. Employment may be conditional pending receipt of a satisfactory report from the Department of Motor Vehicles.

Employment Status. Employees are designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and may not receive overtime pay. In addition, employees are divided into the following categories for the purpose of compensation and benefit eligibility. Company policies apply to all categories of employees.

Salaried Full-Time Year-Round Employees: Those employees who work more than thirty (30) hours per week and maintain continuous year-round employment status and are paid a set amount per week. Upon meeting eligibility requirements, Salaried Full-Time Employees are eligible for all employee benefits, including paid holidays, bereavement pay, paid vacation, personal/sick days, health insurance, life insurance, disability insurance, 401(k), and profit sharing. All benefits are described fully in the benefit section of this manual.

Hourly Full-Time Year-Round Employees: Those employees who work more than thirty (30) hours per week and maintain continuous year-round employment status and are paid an hourly rate for each hour worked. Upon meeting eligibility requirements Hourly Full-Time Year-Round Employees are eligible for all employee benefits except for paid personal/sick days. All benefits are described fully in the benefit section of this manual.

Full-Time Seasonal Employees: Those employees who work more than thirty (30) hours per week through the paving/trucking season. Upon meeting eligibility requirements, Full-Time Seasonal Employees are eligible for all employee benefits except for paid vacations and paid personal/sick days. All benefits are described fully in the benefit section of this manual.

Part-Time Employees: Those employees who work less than thirty (30) hours per week (whether seasonal or year-round). Part-Time Employees are generally ineligible for any employee benefits except for 401(K) and holidays as long as the days before and after the holiday are worked.

Probationary Period. We recognize two separate conditions which result in an employee being placed on probation. The first condition is brought about because of the employment process itself. For a period of three (3) months all new employees are placed on probation to allow a period of time for personal adjustment and completion of the training process. If, for any reason, the employee does not meet the criteria set by Company standards the employee will be terminated with no recourse available to him/her. It is our policy to inform any employee who is below the recommended level of performance and to give him/her and opportunity to improve the job skills. The completion of the probationary period should not be considered as a guarantee of permanent employment. We evaluate employees on a continuing basis and reserve the right to terminate an employee at any time during or after the probationary period.

The second condition which causes probation is performance inadequacy during employment but after the initial three (3) month probation period. An employee may be placed on probation for a designated period of time if it is recognized that serious performance deficiencies exist but are within the employee's ability and desire to correct. If an employee fails to improve during this period of probation the employee will be terminated.

Employee Information. Employees are required to complete certain paperwork during the hiring process. Completion of the following forms is required, and these forms will be kept in an Employee Personnel File or other appropriate files:

- Application for Employment
- Employee Information Sheet
- Insurance Information Sheet
- W-4 Form
- I-9 Form
- Policy Manual Acknowledgment
- Safety Manual Acknowledgment

The employee is responsible for keeping Personnel Records up to date. The office should be notified of any changes in home address, telephone number, marital status, number of dependents, emergency contacts, or other relevant personal data. Outdated information may cause problems concerning taxes, employee benefits, and other important matters.

Employee Personnel Files. From time to time, various information will be added to an employee's file regarding individual employment status with the Company. Employee files are the property of Heavy Duty Trucking, Inc. and will be treated as confidential company information. Employees will be permitted to review their personnel files as permitted by applicable laws. Upon termination, an employee's file will be maintained in accordance with applicable laws.

Employee Identification. Some projects may require special identification badges and/or cards for employees. This may require background checks due to security issues, and may make it necessary for the company to provide confidential information such as social security numbers and/or drivers license numbers to appropriate authorities.

Attendance Records. Government regulations require that the company keep an accurate record of time worked by employees in order to calculate pay and benefits. All employees are required to record time worked on daily or weekly time sheets, including time started, time finished, and lunch breaks. It is a violation of company policy for one employee to review or alter another employee's timecard without permission.

Employment of Relatives. We strongly discourage the employment of immediate family within subordinate positions of the company structure. However, we do recognize and understand that circumstances may arise where such employment may be acceptable. Situations that fall within this category will be reviewed on an individual basis.

Employment of Former Employees. Any employee who is terminated from the active employee roster can be reinstated to active status if an adequate notice was given that did not hinder the operation of the Company, and the employee's leave was of the voluntary nature under the sole discretion of the President of Operations. NOTE: Reinstated does not guarantee the same rate of pay and/or any benefits that may have been forfeited.

Seasonal Layoffs and Recalls. Due to the nature of our business we cannot keep all employees on the active payroll twelve (12) months a year. Any employee who is placed on temporary layoff will be eligible for reinstatement in the spring of the following season, providing the employee reports to work at the beginning of the paving or trucking season. The paving/trucking season normally begins in late March and ends in late December. No loss in rate of pay or seniority will result from seasonal layoff.

Any employee who is enrolled in the health insurance program and does not return to work after winter layoff is responsible for insurance premiums paid by the company during the winter months. Upon not returning, the employee's termination date will be documented as the last day worked prior to layoff, and the employee must reimburse the company for those premiums paid following that termination date.

Layoffs due to Reduction in Workforce. In the event that a reduction in the company's workforce becomes necessary, employees over and above the number determined by the company as needed to perform the available work will be terminated. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee and, with all other factors being equal, the length of service of each employee.

Employee Performance Evaluations. While the performance of each employee is under constant review, overall performance and pay level shall be appraised in detail at least once each year. Traditionally, employee evaluations are done at the beginning of each Paving/Trucking Season; however, employees hired after April 30th will have their evaluation on or about the one-year anniversary of their date of hire. A performance review does not guarantee a wage increase.

COMPENSATION

Pay Periods and Overtime. All salaried employees are paid weekly at their agreed-upon rate of pay. All hourly employees are paid weekly at their agreed-upon hourly rate of pay, with any hours worked up to 40 being paid at regular time and any hours in excess of 40 being paid at 1 1/2 times the regular rate of pay. NOTE: It is important to remember that overtime is only paid on actual hours worked over 40 and not hours paid over 40; thus, on a pay period in which holiday or vacation pay is issued, the holiday hours or vacation hours paid do not calculate toward the total hours worked. Every employee is responsible for completing and turning in daily or weekly time sheets.

All work weeks begin on Sunday and end on Saturday, and paychecks are distributed on the following Friday after 2:00 PM. Any employee who authorizes someone other than the employee to pick up his/her paycheck must notify the Front Office. Once an employee receives a payroll check it becomes the employee's responsibility. Should an employee lose a check, costs associated with duplicating the check or stopping payment with the bank are the responsibility of the employee.

Direct Deposit. For the employee's convenience, he/she can choose to have his/her weekly payroll deposited directly into his/her bank account by completing a Direct Deposit Form. However, frequent changes to direct deposit information can be a burden; therefore, changes will only be allowed every six months. If an employee chooses to stop Direct Deposit altogether, he/she will not be able to start again for six months.

Error in Pay. The Company takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the office as soon as possible. The Company will make every attempt to adjust the error no later than the employee's next paycheck.

Lunch Breaks. Each full-time employee is entitled to and required to take a 1/2 hour unpaid lunch break every day.

Garnishments. A garnishment is a court order requiring the employer to withhold a sum of money from the employee's wages over a fixed period of time. All garnishment notices received by the payroll department must be processed according to state and federal law. In the event of a federal levy, which takes precedent over all existing garnishments, all income will be withheld according to the law. The Company has the right to withhold a processing fee from the employee's pay that is in compliance with the garnishment order.

Payroll Deductions. All deductions from an employee's wages shall be in accordance with state, federal, and applicable laws. The order for deductions from an employee's wages will be made as follows:

1. Employee's Portion of Group Insurance Deductions
2. Social Security Taxes
3. Medicare Taxes
4. 401(k) Contributions
5. Federal, State, and Local Taxes
6. Past Due Taxes
7. Court Ordered Wage Garnishments (Including Child Support)
8. Uniform fees
9. Loss, Damage, or Destruction of Company Property
10. Employee's Personal Charges to Company Accounts

The employee agrees that any amount owed to the Company for insurance, uniforms, damaged company property, and personal charged on Company accounts will be withheld for his/her paycheck.

Loans and Payroll Advances. Generally stated, we do not make loans and pay advances to our employees. However, it is understood that emergencies may occur which create a pressing need for immediate financial assistance. Under such circumstances an employee should contact the President of Operations after which a decision will be made concerning the issuance of a payroll advance. No employee will ever be permitted to receive a payroll advance for an amount greater than the amount of wages earned in one work week.

Compensation for Use of Personal Vehicle. Employees may use their personal vehicles on official Company business provided prior approval has been obtained. A mileage rate based on acceptable and current Internal Revenue Service regulations will be paid to an employee who uses his/her personal vehicle on official Company business. A Mileage report must be properly completed and turned in at least monthly in order for an employee to be reimbursed. An employee may be required to provide appropriate proof of insurance.

ATTENDANCE AND TIME OFF

Absenteeism. Regular and on-time attendance is expected for efficient operations at Heavy Duty Trucking, Inc. Excessive absenteeism and tardiness adversely affects productivity, disrupts normal operating effectiveness, and overburdens other employees who must cover for the absent employee. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment. Excessive absenteeism (regardless of the reason) and tardiness will be grounds for disciplinary action, up to and including termination.

Attendance. Occasionally, it may be necessary for an employee to be absent from work as a result of illness, injury or for personal reasons. In such cases, the employee is responsible for notifying the President of Operations as soon as possible before their work time begins and no later than half hour after their normal starting time. Failure to make such notification will result in documentation of an unexcused absence. Two or more unexcused absences in a 90-day period may result in dismissal.

Punctuality. Being on time is very important to the efficient operation of the company. Tardiness disrupts productivity and makes it difficult to meet our customers' needs. It is the employee's responsibility to be ready for work on time.

Leave of Absence. A leave of absence may be requested by any non-probationary employee. The type of leave and the duration of the leave will be determined by the President of Operations in conjunction with the reason for the leave. Usually, a leave of absence will be on the unpaid basis. If the time period requested is longer than a position can be held open, then the employee will be advised at that time that their job may not be available upon the employee's return to work. Any employee who requests a leave of absence must be in good standing with the Company. Once a leave of absence is approved for an employee who is eligible for and actively participating in the Company's benefit plans, the Company will determine, on a case-by-case basis, whether benefits will continue during the leave, and if so, for how long.

Family and Medical Leave Act. The Company complies with all rules regarding an employee who is eligible to receive an unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Military Leave. It is our policy to grant a military leave of absence without pay, as required by federal law, to any employee who is drafted into the military through the Selective Service Process. It is the responsibility of the employee to notify the President of Operations if he/she has been selected for military service. Upon completion of tour of duty, the employee will have all seniority and position status reinstated.

Jury Duty. Jury duty leave will be granted to employees called. Serving on a jury when called is a civic duty and is fully recognized and supported by the Company. The employee must notify the Company upon receipt of a jury summons. While serving, an employee's income will continue to the extent that the difference between that which is paid by the court system and an employee's earnings for an eight-hour day will be paid by the Company. The employee must submit a copy of the summons and compensation to the Human Resources Manager for payroll purposes. NOTE: This policy does not cover subpoenas for personal matters.

Voting. The Company encourages its employees to vote in every election; however, time off is usually not provided for voting. Employees should plan to vote prior to or following normal work hours. During the busy season, the Company may allow employees to come in a few minutes late or leave a few minutes early to give employees ample time to vote.

Severe Weather Conditions. Occasionally, severe weather or emergency situations can disrupt company operations. Should a year-round employee miss work due to severe weather conditions, the time off will be unpaid unless an eligible employee chooses to use a Vacation Day or Personal/Sick Day. Or, the employee may choose to make up the hours missed.

EMPLOYEE BENEFITS

We try to provide a well-balanced program of benefits designed to meet the needs of employees. These benefits will be reviewed periodically to assure that they keep pace with area practice. The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the summary plan documents and/or benefits policies or booklets.

Holidays. The company recognizes certain days during the year as paid holidays for eligible employees who are actively working when the holiday arrives. The requirements to be eligible for paid holidays are that the employee must have a minimum of three (3) months of active service and MUST work the scheduled days before and after the designated holiday. Part-time employees meeting the above requirements will receive holiday pay based on the average hours worked in a day. Provided the holiday falls on a week day (Monday through Friday), the paid holidays for each year are listed below:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Bereavement Pay. We understand the difficulty of dealing with the death of an immediate family member; therefore, we have arranged compensation for employees who lose earnings due to absence because of a death in the immediate family with two consecutive working days paid. We define immediate family as Spouse, child(ren), parent(s), brother(s), sister(s), mother-in-law, father-in-law. An employee who loses a grandparent, grandchild, brother-in-law, sister-in-law, aunt, or uncle will be compensated with one working day paid. Special consideration may be given in the event of the death of any other person with close association to an employee. If additional time off is necessary, vacation time or time off without pay may be granted on a per-case basis. The company reserves the right to request substantiation of a funeral for which an employee takes time off from work and/or confirm an employee's attendance at a funeral.

Vacation Pay. To recognize each employee's length of service and performance, and to show appreciation with paid time off, we give Vacation Pay to Full-Time, Year-Round employees as follows:

Eligibility for vacation pay is determined by the amount of time an employee has been employed prior to December 31 of each calendar year.

Vacation earned during an employee's **first year** of employment is pro-rated based on the employee's hire date. An employee who is hired Between January 1st and March 31st earns 4 vacation days as of December 31st. An employee who is hired between April 1st and June 30th earns 3 vacation days as of December 31st. An employee who is hired between July 1st and September 30th earns 2 vacation days as of December 31st. An employee who is hired between October 1st and December 31st earns 1 vacation as of December 31st.

Full-Time, Year-Round Employees earn paid vacation days for each continuous calendar year worked according to the following schedule:

After the completion of:

- 1-5 years consecutive service: 1 week (5 days) paid vacation (earning 3.333 hours per month)
- 6-10 years consecutive service: 2 weeks (10 days) paid vacation (earning 6.666 hours per month)
- 11 or more years consecutive service: 3 weeks (15) paid vacation (earning 9.999 hours per month)

It is our policy that all vacations be taken during January, February, and March following the year in which earned. However, after 11 years consecutive service, when an employee has earned three weeks paid vacation, one week may be taken during the paving season. All requests for vacation time are subject to approval and must be given to the President of Operations in writing at least fourteen (14) days in advance.

Vacation time cannot be accumulated or carried over past March 31st of the year after it was earned. Any vacation time not taken by March 31st will be forfeited by the employee.

Upon termination, whether voluntary or involuntary, all "borrowed" or "unearned" vacation days taken by an employee will be deducted from the employee's final payroll check. Upon an employee's voluntary termination, any unused Vacation Days are forfeited by the employee.

Personal/Sick Days. Hourly and seasonal employees are paid for time worked. Time taken off for illnesses or personal reasons is unpaid.

Salaried, full-time, year-around employees are eligible for three Personal/Sick days for each calendar year, earning one Personal/Sick day for every four months of perfect attendance. Perfect Attendance means only excused absences have occurred during the four month period. (Excused absences include time off for company holidays, bereavement, jury duty, and vacation as defined in this policy manual.) Each Personal/Sick day earned but not taken by the end of the calendar year will be compensated to the employee as one day's regular pay.

A new employee will be eligible for Personal/Sick days based on the following pro-rated schedule according the date of hire: Employees hired between January 1 and April 30 will be eligible for 2 Personal/Sick days after four months perfect attendance. Employees hired between May 1 and August 30 will be eligible for 1 Personal/Sick day after four months perfect attendance. Employees hired between September 1 and December 31 will not be eligible for any Personal/Sick Days until the following calendar year begins and after four months perfect attendance.

Health Insurance. We offer group health insurance to all eligible employees. An employee is considered eligible for enrollment following a sixty (60) day period of full-time, continuous employment (full time consisting of at least thirty (30) hours per week). Coverage for eligible employees will begin the first day of the month following the 60 day employment period.

Employees are given enrollment forms approximately thirty (30) days prior to eligibility. It is the responsibility of the employee to fill out and return the paperwork to the Human Resources Manager in a timely manner. If paperwork is not filled out properly and turned in prior to the employee's eligibility date, coverage cannot be obtained until the "Open Enrollment Period."

The company pays \$325.00 per month of the eligible employee's group health insurance premiums. Any amount over \$325.00 per month is paid by the employee through weekly tax-exempt payroll deductions according to the company's Code Section 125 Plan. Dependents can be enrolled in the insurance plan at the full cost of the employee. The company manages the payment of dependent coverage for the employee through weekly, tax-exempt payroll deductions according to the company's Code Section 125 Plan.

Voluntary enrollment or voluntary changes in enrollment will only be allowed during an annual "Open Enrollment Period." Special enrollment rights are provided according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for anyone who declines coverage at the regular enrollment period. 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 you request enrollment within thirty (30) days after your other coverage ends.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided you request enrollment within thirty (30) days after the marriage, birth, adoption or placement for adoption. (US Department of Labor Pension & Welfare Benefits Administration, April 1997)

COBRA. The Company complies with the continuation coverage rules applicable to group health plans under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), as amended effective January 1, 1997. Upon employment termination, COBRA allows an employee and their dependents the opportunity to continue group health plan coverage, at the cost of the employee, for up to eighteen (18) months beyond the date it would otherwise end.

Group Life Insurance. Life Insurance is available upon enrollment in our group health insurance program. Premiums for group life insurance are paid in full by the Company. This coverage becomes effective at the same time as the group health insurance. Eligible employees who waive health coverage (due to other coverage, etc.) are still enrolled in the life insurance program. Upon an employee's termination of employment, life insurance terminates and cannot be continued through COBRA.

Supplemental Insurance. We offer each employee the opportunity to purchase disability, accident, additional life insurance, etc. through AFLAC. Premiums are paid 100% by the employee through weekly payroll deductions. Employees are eligible to enroll after six months continuous employment. Employees are also given the opportunity to enroll during an open enrollment period.

401(k) Plan. We have developed a 401(k) plan to provide employees the opportunity to save for retirement on a tax-deferred basis. Employees become eligible for participation the first day of employment. Each employee is provided with an Enrollment packet and is given the opportunity to review their options with our third-party administrator. Each participant is provided a Summary Plan Description which contains Plan benefits, distribution options, and details of the Plan.

WORK POLICIES AND STANDARD RULES OF CONDUCT AND DISCIPLINE

Care of Equipment and Facilities. Employees should be concerned with the care and safe use of company-owned vehicles equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is expected of every employee.

Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Unsafe, destructive, careless, negligent, or improper use or operation of equipment may result in disciplinary action up to and including termination of employment.

Company Tools and Equipment. The Company furnishes all necessary tools and equipment to complete job assignments. Each employee is reminded that all items purchased by the company are company property and represent a very valuable asset of the company. It is the responsibility of the employee to whom tools and equipment are assigned to maintain and safeguard these assets as if they were his/her personal property.

An inventory of tools and equipment will be made periodically. If it is determined that an employee is negligent in the proper storage of tools, materials, or supplies or they are misplaced or stolen, the employee may be asked to replace the item or the cost could be deducted from the employees paycheck.

Rules of Conduct. It is the policy of Heavy Duty Trucking, Inc. to expect all employees to abide by certain work rules of general conduct and performance at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of the companies, our employees, and our customers.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. These rules are guidelines only and are not all inclusive. Disciplinary action may include, but is not limited to, verbal reprimand, written notice, suspension from work without pay, and immediate termination of employment. Management reserves the right to terminate or discipline any employee as the Company, in its discretion, considers necessary in individual circumstances.

The following are examples of offenses which are grounds for immediate disciplinary action ranging from suspension to termination, depending on the severity and frequency of the violation:

- Theft
- Use, sale, possession, or functioning under the influence of, alcohol or unlawful drugs or controlled substances on company premises or during working time
- Failed drug test
- Language or actions which are inappropriate to the workplace
- Gambling
- Intentional destruction or unauthorized use of company property or customer property
- Concealing defective work
- Reckless operation of company vehicles
- Insubordination
- Possession of illegal weapons
- Intentional falsification of company records
- Disclosing confidential information to outsiders
- Threatening, assaulting, or abusing any employee, customer, supplier or visitor
- Sleeping during work time or neglecting duties
- Failure to report injuries
- Poor workmanship
- Attendance violations
- Violation of safety regulations

The above list is intended as an example only and is not intended to indicate all of those acts that could lead to employee discipline.

Company Radios and Mobile Phones. Employees must use proper procedure and appropriate language when using company radios and mobile phones.

Cellular Phones. Personal use of cellular telephones or similar devices for talking, texting, emailing, or using the internet is not permitted while driving or while on a jobsite during work hours, unless in an emergency. All non-work related use of cell phones must be done before or after work or during lunch breaks.

Use of cell phones or similar devices for business purposes, while driving a Company vehicle, or a personal vehicle for business purposes, is prohibited. You may not use a cellular phone or similar device to receive or place calls, text messages, email, check voicemail messages, or use the internet while driving if you are in any way doing activities that are related to employment. In our effort to minimize the risk of accidents, if you must use a cell phone, you are required to stop the vehicle in a safe location.

IPODs. Use of IPOD's, MP3 Players, or similar devices is not permitted while driving or while on a jobsite or on Company Premises during work hours. Use of such devices is allowed during lunch breaks.

Personal Property. Each employee is responsible for his/her own personal property. The Company is not liable for employees' personal property while on the Company premises or at a jobsite.

Internet User Agreement. The company has adopted a Corporate Voicemail/E-Mail/Internet User Agreement to provide employees with guidelines and procedures associated with the use of the company's Voicemail/E-Mail/Internet system. These systems are to be used for conducting Company business only and use of this equipment for private purpose is strictly prohibited. All users are provided with a copy and are required to sign the User Agreement.

Disciplinary Procedures. The following procedures are generally utilized with respect to the discipline for violating any of the listed Company rules; (1) the violation will be discussed with the employee, (2) the disciplinary action determined by the President of Operations will be enforced, (3) the employee must accept the disciplinary action as determined by the President of Operations. Failure to comply will result in an unfavorable separation.

Personal Appearance. It is our goal to be presented as a Company with a clean and professional appearance, and this goal can only be accomplished with the cooperation of its employees. To maintain this goal, it is our policy to have each employee report to work in a clean uniform or other appropriate attire, with good personal hygiene, and properly groomed. The impression that each employee sends to the consumer must correspond to our goal for appearance. Employees who work in the field must follow all apparel guidelines as outlined in the Company Safety Manual.

Company Uniforms. Company uniforms are available to employees following their ninety-day probation period. The cost of the uniforms and weekly cleaning service is deducted from the employee's weekly paycheck. In the event of termination, the employee is responsible for returning the uniforms to the Company immediately. IF the uniforms are not returned, the cost of the uniforms will be deducted from the employee's final paycheck.

DRUG AND ALCOHOL TESTING POLICY

PURPOSE

It is the policy of **HEAVY DUTY TRUCKING, INC. (COMPANY)** that federally regulated employees and employees in safety sensitive positions are free of substance abuse and alcohol abuse. Consequently, the use of illegal drugs by employees is prohibited. Further, employees shall not use alcohol or engage in "prohibited conduct" as defined herein. The overall goal of this policy is to ensure a drug and alcohol-free environment and to reduce accidents, injuries, and fatalities. A copy of this policy and information regarding the harmful effects of drugs and alcohol is available to all employees.

SAFETY SENSITIVE FUNCTION

Definition: ***Safety-sensitive function*** is all time spent either waiting to be dispatched; inspecting equipment or otherwise inspecting, servicing, and/or conditioning any commercial motor vehicle; driving; in or upon a commercial motor vehicle; loading/unloading a vehicle, supervising or assisting in the loading/unloading process, attending a vehicle being loaded/unloaded, remaining in readiness to operate a vehicle, or giving or receiving receipts for shipments loaded/unloaded; performing accident-related duties; or repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. A supervisor, mechanic or clerk, etc., who is on call to perform safety-sensitive functions may be tested at any time they are on call, ready to be dispatched while on-duty (§382.305).

TYPES OF TESTS

Pursuant to regulations promulgated by the Federal Motor Carrier Safety Administration (FMCSA) and the Department of Transportation (DOT), the **COMPANY** has implemented six circumstances for drug and alcohol tests: (1) pre-employment, (2) reasonable suspicion, (3) random, (4) post-accident, (5) return-to-duty, and (6) follow-up.

REFUSAL TO TEST

Substitution, adulteration, or refusal to submit to the types of drug and alcohol tests employed by the **COMPANY** will be grounds for refusal to hire employee/applicants and to terminate employment of existing employees. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. A delay in providing a urine or breath sample could be considered a refusal. If an employee cannot provide a sufficient urine specimen or adequate breath sample, a physician of the **COMPANY'S** choice will evaluate him or her.

If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either urine or breath), it will be considered a refusal to test. In that circumstance, the employee has violated one of the prohibitions of the regulations.

Refusal to submit (to an alcohol or controlled substances test) means:

1. Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see [§40.61\(a\)](#) of this title);
2. Failure to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see [§40.63\(c\)](#) of this title) a pre-employment test is not deemed to have refused to test;
3. Failure to provide a urine specimen for any drug test required by this part or DOT regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see [§40.63\(c\)](#) of this title) for a pre-employment test is not deemed to have refused to test;
4. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen (see [§40.67\(l\)](#) and [§40.69\(g\)](#) of this title);
5. Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see [§40.193\(d\)\(2\)](#) of this title);
6. Fails or declines to take a second test the employer or collector has directed the employee to take;
7. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under [§40.193\(d\)](#) of this title. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
8. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
9. Is reported by the MRO as having a verified adulterated or substituted test result.

CONSEQUENCES OF POLICY VIOLATION

Any employee who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.

PRE-EMPLOYMENT TESTING

Before an employee performs any safety-sensitive functions for an employer, the employee must submit to testing for drugs. The employer must receive a negative result from the medical review officer (MRO) prior to allowing the employee to drive or perform other safety-sensitive functions. (Note: The pre-employment regulations are listed in §382.301. However, §382.301(e) suspends pre-employment alcohol testing as of May 1, 1995.)

RANDOM TESTING

The **COMPANY** conducts random drug/alcohol testing. The **COMPANY** or its agents will submit all mandated employees to a computerized random selection system. The random selection system provides an equal chance for each employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The **COMPANY** will drug test at a minimum 50 percent of the average number of safety sensitive/mandated positions in each calendar year. The **COMPANY** will select at a minimum 10 percent of the average number of safety sensitive/mandated positions for random alcohol testing. Random selection by its very nature may result in employees being selected in successive selections or more than once a calendar year. Alternatively, some employees may not be selected in a calendar year.

If an employee is selected at random for either drug or alcohol testing, a **COMPANY** official will notify the employee. Once notified, every action the employee takes must lead to a collection. If the employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

POST-ACCIDENT TESTING

Both drug and alcohol testing is performed following any accident involving a fatality; or any accident in which the employee receives a citation under state or local law for a moving traffic violation arising from the accident. (An accident is defined as an incident involving a vehicle in which there is a fatality, an injury treated away from the scene, or where a vehicle is towed from the scene.) After any accident, the employee must contact the employer as soon as possible.

The FMCSA/DOT requires that any time a post-accident drug or alcohol test is required, that it be performed as soon as possible following the accident. If no alcohol collection can be made within eight (8) hours, attempts to collect a breath sample shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such a collection shall cease. All attempts shall be documented.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests shall be considered to meet the requirements of this section, provided the tests conform to a applicable federal, state, or local requirements. The employee will sign a release allowing the **COMPANY** to obtain the test results from federal, state, or local officials.

In the event an employee is so seriously injured that the employee cannot provide a urine specimen or breath sample at the time of the accident, the employee must provide necessary authorization for the **COMPANY** to obtain hospital records or other documents that would indicate whether there were controlled substances or alcohol in the employee's system at the time of the accident.

REASONABLE SUSPICION TESTING

A covered employee must be tested for alcohol misuse when the **COMPANY** has reasonable suspicion to believe that the employee has violated the rules regarding use of alcohol. A determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion testing is authorized only if the required observations are made during, just preceding or just after the period of the workday that the covered employee is performing a safety-sensitive function. A supervisor trained in detecting the symptoms of alcohol misuse must make the observation and determination that a reasonable suspicion exists; however, the supervisor making the determination is not to conduct the reasonable suspicion test on that employee (§382.603). A written record of the observations leading to a controlled substance reasonable suspicion test must be made and signed by the supervisor who made the observations. This record must be made within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

RETURN-TO-DUTY

This testing is required for employees who want to return to work after being unqualified for a safety-sensitive function. The return-to-duty testing can be done once the referral/evaluation has been completed. All return-to-duty testing must be observed by a collector of the same sex except when performed by physicians or nurses (§40.67(b)), and requires a negative result prior to the employee returning to a safety-sensitive function.

FOLLOW-UP

Follow-up testing is required after rehabilitation for a drug or alcohol misuse problem and a return-to-duty test. Six unannounced follow-up tests are required within one year of evaluation and treatment by a Substance Abuse Professional (SAP). All follow-up testing must be observed by a collector of the same sex except when performed by physicians or nurses (§40.67(b)).

PROHIBITED CONDUCT

The following shall be considered “prohibited conduct” for purposes of this policy:

- No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.
- No employee shall be on duty or operate a commercial motor vehicle while in possession of alcohol unless the alcohol is transported and manifested as part of a shipment.
- No employee shall use alcohol while performing safety-sensitive functions.
- No employee shall perform safety-sensitive functions within eight (8) hours after using alcohol.
- No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- No employee shall refuse to submit to a post-accident, a random, a reasonable suspicion, return-to-duty, follow-up, or post-injury breath-alcohol or urine drug test.
- No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee’s ability to operate a commercial motor vehicle or perform a safety sensitive function.

If the **COMPANY** has actual knowledge or has reason to believe that an employee has engaged in prohibited conduct, the **COMPANY** may require the employee to submit to drug and/or alcohol testing. If an employee engages in prohibited conduct, the employee is not qualified to drive a commercial motor vehicle or to perform a safety sensitive function and shall be immediately removed from service.

The **COMPANY** may in its discretion and at the request of the employee, keep the employee's position open while such employee attempts to become re-qualified. At its discretion, the **COMPANY** may also take action against the employee up to and including termination.

SUBSTANCE ABUSE EVALUATION

Any employee who engages in prohibited conduct shall be provided with names, addresses, and telephone numbers of qualified substance abuse professionals. If the employee desires to become re-qualified, the employee must be evaluated by a Substance Abuse Professional (SAP) and submit to any treatment prescribed by the SAP. Following evaluation and treatment, if any, in order to become re-qualified the employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such an employee is also subject to follow-up testing. Follow-up testing is separate from and in addition to the **COMPANY'S** reasonable suspicion, post-accident, and random testing procedures. Follow-up testing shall be on a random basis and be in accordance with the instructions of the Substance Abuse Professional. Follow-up testing may continue for a period of up to 60 months following the employee's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months of follow-up testing. The costs of any SAP evaluation or prescribed treatment shall be borne by the employee. The **COMPANY** does not guarantee or promise a position to the employee should he/she regain qualified status.

AUTHORIZATION FOR PREVIOUS TEST RECORDS

Within 30 days of performing a safety-sensitive function, federal regulations require that the **COMPANY** obtain certain drug and alcohol testing records from employee's previous employers for the previous 3 years of employment. (Other forms: work record-3 years, MVR and Hazmat-7 years, drug and alcohol authorization form for past employers-2 years.)

As a condition to employment, the employee shall provide the **COMPANY** with a written authorization for all previous employers within the three years to release such drug and alcohol testing records as are required under federal regulation.

DRUG URINALYSIS

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a SAMHSA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials: a primary vial and a secondary vial.

The SAMHSA certified laboratory will perform initial screenings on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.

All laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) who is designated by the **COMPANY**. Negative test results shall be reported by the MRO to the **COMPANY**. Before reporting a positive test result to the **COMPANY**, the MRO will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, the MRO will contact a **COMPANY** management official designated in advance by the **COMPANY** who shall in turn contact the employee and direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative.

Pursuant to FMCSA/DOT regulations, individual test results for applicants and employees will be released to the **COMPANY** and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive may make a request of the MRO to have the secondary vial tested. A SAMHSA certified laboratory will test the secondary vial different from the one that tested the primary specimen. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test. The request for testing of a second specimen must be made to the MRO within 72 hours of the individual being notified by the MRO of a positive test result.

ALCOHOL TESTS

The **COMPANY** will perform alcohol tests using an evidential breath-testing device. The **COMPANY** may provide use of an evidential breath-testing device through a vendor or agent. The employee shall report to the site of an evidential breath-testing device as notified by the **COMPANY**. A breath alcohol technician will operate the evidential breath-testing device. The employee shall follow all instructions given by the breath alcohol technician.

In the event that an employee has a blood alcohol content of 0.02 to 0.0399 on the basis of the evidential breath, the employee shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer.

Employees are not medically qualified until after the 24-hour time frame expires. Employees with tests indicating a blood alcohol concentration of 0.04 or greater are considered to have prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

TRAINING

For Designated Employer Representative (DER) and Supervisors:

The **COMPANY** shall ensure that Supervisors who are designated to determine whether reasonable suspicion exists to require an alcohol test must receive at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Supervisors who are designated to determine whether reasonable suspicion exists to require a controlled substance test must receive at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable use of controlled substances under §382.307.

For Employees:

The **COMPANY** shall provide educational materials that explain the requirements of §382.601, consequences of violating the regulations, materials that explain the harmful effects of alcohol and drug abuse, and the employer's policies and procedures with the respect to meeting these requirements. The materials supplied to employees may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for an employee found to have a specified alcohol or controlled substances level based on the employer's authority independent of §382.601. The **COMPANY** shall ensure that each employee sign a required statement certifying that he/she has received a copy of these materials described in §382.601.

This policy is not intended, nor should it be construed, as a contract between the **COMPANY** and the employee. This policy may be changed at any time at the sole discretion of the **COMPANY**.

SAFETY AND HEALTH

Safety. Safety is of utmost importance to the Company. Each employee is expected to follow the procedures in the Company Safety Manual at all times. Each employee is made aware of and subject to the disciplinary actions and procedures within the Company Safety Manual.

Accident and Injury. Company employees are fully protected by Workers' Compensation Insurance. Benefits, including salary, will be paid in accordance with Indiana and Federal law.

The Occupational Safety and Health (OSH) Act of 1970 requires employers to keep records of all work-related injuries and illnesses. Therefore, it is MANDATORY that employees report any injury, however minor, to the President of Operations as soon after the injury as possible.

If an employee is injured and has to leave the work site, he/she will be paid for a minimum of (4) hours if the injury occurred before four (4) hours were worked. In the event that the injury occurred after four hours were worked, the employee will be paid for working a full eight (8) hour day.

Workers' Compensation. The State of Indiana has enacted a workers' compensation law designed to provide financial assistance to individuals who are injured or who become ill as a result of their employment. It is our policy to comply with this law and to aid any employee whose injury or illness is determined to be compensable under the provisions of the Indiana Workers' Compensation Act. The Company pays for all costs associated with providing this coverage, and the insurance carrier will make all payments and decisions pertaining to compensable illnesses and injuries. Any time lost by an employee due to an occupational illness or injury covered by Workers' Compensation insurance will be credited as active service for all Company benefits.

TERMINATION

Voluntary vs. Involuntary Termination. Generally speaking, there are two types of termination: (1) Voluntary: This type of termination occurs when the employee initiates the separation. In order for a termination to be voluntary, the employee must give a written two (2) week notice of his/her intent to separate. Failure to give such notice will result in an unfavorable separation. (2) Involuntary: This type of termination occurs when the separation is not initiated by the employee. Examples of an involuntary termination include the following: layoff, release without fault, and discharge.

Upon an employee's voluntary termination any unused Vacation Days or earned Personal/Sick Days will be forfeited by the employee.

At-Will Employment. According to Indiana's "At-Will Employment Law" any employment relationship can be broken by either party with no liability. Any hiring is presumed "at will," that is, the employer is free to discharge individuals with or without cause, and the employee is equally free to quit with or without cause.

Pay at Time of Separation from Employment. The Company will determine if the terminating employee has any outstanding debt owed to the Company and whether the individual has in his/her possession any company property (such as Company credit cards, uniforms, tools, keys, etc.). Upon completion of a full accounting of the employee's and the Company's accounts (as determined by the Company), a final paycheck for time worked, less deductions, will be issued to the employee on the next regular pay in accordance with the applicable federal and state law. The company will issue a check designated as the final payment for all services rendered. Any employee terminating employment is expected to return any company property in his/her possession prior to receiving the final paycheck.

Unemployment Compensation. The State of Indiana has an Unemployment Compensation law which provides financial assistance to those persons who lost their jobs through no fault of their own and are unable to find employment elsewhere. Indiana law provides terminated employees with weekly cash benefits for a designated number of weeks or until eligible employees obtain employment. The Unemployment Compensation Program is financed by the employer; therefore, it behooves the company to reduce the number of unemployment claims charged against it. While we have no desire to deny any terminated employee benefits he/she is entitled to, it is our policy to contest all employment claims that do not comply with the requirements of Indiana law. NOTE: We do not contest seasonal termination claims.

MISCELLANEOUS

Business Ethics. Our commitment to conduct business lawfully and ethically is fundamental to our very existence. It is critically important that all employees meet the highest standards of legal and ethical conduct. We recognize and respect the individual employee's right to engage in activities outside of his/her employment which are private in nature and do not in any way conflict with the interests or reflect poorly on the Company. And since it is impossible to state all the various activities an employee could engage in that could be considered "unethical," the following statement covers the general scope of this policy: "Any employee who engages in an activity that damages the reputation, financial potential, or the quality of work issued by the Company will be terminated immediately and subject to all legal damages including attorney's fees, allowable by Indiana and Federal laws."

Confidentiality. All Company information is expected to be kept confidential and is the sole property of the Company. No employee is permitted to share company information or to store information outside of the Company (either in written or electronic form) about any matter pertaining to the conduct of the Company's business. Any employee who compromises information may be subject to termination of employment.

Benefit & Policy Modifications. Management reserves the right to change the provisions of this handbook at any time, with or without notice. We will do our best to notify employees of any changes in a timely manner.