

INTERMODAL DRAYAGE SERVICES

EMPLOYEE HANDBOOK

Welcome to Intermodal Drayage Services!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of Intermodal Drayage Services, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our clients and to do so more efficiently and economically than our competitors. By satisfying our clients' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

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The Way We Work

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The company complies with federal and state law and this handbook generally reflects those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the president of the company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY.

This Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Building for the Future

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last -- You.

At all times, you represent the company, and it is up to each one of you to take this responsibility seriously. Our company exists with your joint efforts. Don't underestimate your contribution to it. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our clients. They will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these clients, we want to ensure that our good service continues by always giving our clients the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

Equal Employment Opportunity

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions or breast feeding; perceived pregnancy; actual or perceived gender; gender identity or expression (including transgender); sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from company premises; age [40 or over]; and citizenship status. Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

In Illinois, the following also are a protected class: sex; sexual orientation [including heterosexuality, homosexuality, bisexuality and gender-related identity]; pregnancy, childbirth, or related medical conditions; arrest records; criminal history (that has been sealed or expunged); credit history or credit report; genetic information and testing; mental or physical disability.

In Missouri, the following also are a protected class: off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company's business); decision to join any fire department or fire protection district, and membership in organized militia.

In Oregon, the following also are a protected class: race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; sexual orientation; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

In Utah, the following also are a protected class: race; color; sex; pregnancy, childbirth or pregnancy-related conditions (including breastfeeding and related medical conditions); age [40 or over]; religion; sexual orientation; gender identity; national origin; genetic information; disability, and refusal to participate in specified acts (as identified in the Freedom of Conscience Act) that are objectionable to an individual's religious observance or practice.

You may discuss equal employment opportunity related questions with the vice president of operations or any other designated member of management.

Pregnancy Accommodation

The company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

Americans with Disabilities Act

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Illinois, the following also are a protected class: sex; sexual orientation [including heterosexuality, homosexuality, bisexuality and gender-related identity]; pregnancy, childbirth, or related medical conditions;

arrest records; criminal history (that has been sealed or expunged); credit history or credit report; genetic information and testing; mental or physical disability.

In Missouri, the following also are a protected class: off-site lawful tobacco or alcohol use (unless such use interferes with job performance of any employee or overall operation of the company's business); decision to join any fire department or fire protection district, and membership in organized militia.

In Oregon, the following also are a protected class: race; religion; color; sex; pregnancy, childbirth, and related medical conditions or occurrences; national origin; marital status; domestic partnership status; age [18 or older]; sexual orientation; uniformed service; credit check or credit history; genetic information; off duty tobacco usage; and declining to attend a meeting or participate in communication about religious or political matters that are not required by law.

In Utah, the following also are a protected class: race; color; sex; pregnancy, childbirth or pregnancy-related conditions (including breastfeeding and related medical conditions); age [40 or over]; religion; sexual orientation; gender identity; national origin; genetic information; disability, and refusal to participate in specified acts (as identified in the Freedom of Conscience Act) that are objectionable to an individual's religious observance or practice.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this

policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, clients, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. James Ronchetto, the President at (708) 990-2586 or jronchetto@redbirdcarriers.com.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy

violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

No Harassment (California Employees)

We are committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In furtherance of this commitment, the company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, protected medical condition (including genetic characteristic), genetic information, marital status, sex (including pregnancy, childbirth or related medical condition, or breast feeding), gender, gender identity or expression (including transgender), age for individuals over forty years of age, military or veteran status, sexual orientation, citizenship status, or any other category protected by applicable state or federal law.

The company's policy against unlawful harassment, discrimination and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers. The company prohibits managers, supervisors and employees from harassing co-workers as well as the company's clients, vendors, suppliers, independent contractors and others doing business with the company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The company's likewise prohibits its clients, vendors, suppliers, independent contractors and others doing business with the company

from harassing, discriminating or retaliating against our managers, supervisors and employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive and/or derogatory objects or pictures, drawings, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, groping, assault, or blocking movement;

- physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, derogatory comments and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- assault, impeding or blocking movement, or any physical interference with normal work or movement;
- inappropriate verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and

- other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- filing a complaint with a federal or state enforcement or administrative agency;
- participating in or cooperating with a federal or state enforcement agency conducting an investigation of the company regarding alleged unlawful activity;
- testifying as a party, witness, or accused regarding alleged unlawful activity;
- making or filing an internal complaint with the company regarding alleged unlawful activity;
- providing notice to the company regarding alleged unlawful activity; and
- assisting another employee who is engaged in any of these activities.

The company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or

mental disability and employees who request a reasonable accommodation of their religious beliefs and observances.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another employee, supervisor, manager or third party doing business with the company, you should immediately contact James Ronchetto at (708) 990-2586. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to the individual listed above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to James Ronchetto at (708) 990-2586 so that the company may resolve the complaint internally.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. **The company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.**

All complaints of unlawful discrimination, harassment, or retaliation which are reported to management will receive a timely response and will be thoroughly investigated in a fair and prompt manner by impartial and qualified personnel. Investigations will be conducted in a manner which provides all parties with

appropriate due process, reaches a reasonable conclusion based on evidence collected and ensures timely closure. In addition, the company will ensure that the investigation is properly documented and tracked for reasonable progress. Upon conclusion of such investigation, appropriate remedial and corrective action will be taken where warranted, including disciplinary action, up to and including immediate termination. The company prohibits employees, supervisors, and managers from hindering internal investigations and the internal complaint procedure. All complaints of unlawful misconduct reported to management will be treated as confidentially as possible, consistent with the company's need to conduct an adequate and thorough investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and the vice president of operations will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, **FULL-TIME EMPLOYEES** regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of **FULL-TIME EMPLOYEES** may be different.

PART-TIME EMPLOYEES work less than 30 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, the vice president of operations will notify you of your employment classification.

Anniversary Date

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see the vice president of operations.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

New Employee Orientation

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to the vice president of operations.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify the vice president of operations as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of the vice president of operations. (S)he is a good source of information about the company and your job.

Suggestions and Ideas

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing or emailed to the vice president of operations.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to the vice president of operations so that the problem can be settled by examination and discussion of the facts. We hope that the vice president of operations will be able to satisfactorily resolve most matters.

If you still have questions after meeting with the vice president of operations or if you would like further clarification on the matter, request a meeting with the president. (S)he will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

Your Pay and Progress

Recording Your Time

Non-exempt employees must record their hours on time sheets. Give them to the vice president of operations Monday by noon.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

Payday

You will be paid weekly on Friday for the period that ends on the previous Sunday. Exempt employee gets paid every Friday, non exempt employees get paid on Friday for the period that ended on the previous Sunday

Utah Employees

If a payday falls on a nonworking day, employees will be paid the preceding workday.

All Other Employees

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the vice president of operations immediately. The vice president of operations will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The company will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the vice president of operations.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Where permitted by state law, the company may require you to use direct deposit.

Performance Reviews

Your performance is important to our company. Once each year, at the end of the calendar year, the vice president of operations will review your job progress within our company and help you set new job performance plans.

Our performance review program provides the basis for better understanding between you and the vice president of operations, with respect to your job performance, potential and development within the company.

Job Descriptions

The company maintains a job description for each position in the company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see the vice president of operations.

Promotions and Transfers

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with the vice president of operations.

Job openings may be announced via email. If you are interested in applying for one of these positions, notify the vice president of operations.

Pay Raises

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

Pay Advances

Pay advances will not be granted to employees.

Overtime (California Employees)

There will be times when you will need to work overtime so that we may meet the needs of our clients. If you are a non-exempt employee, you must have all overtime approved in advance by the vice president of operations.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt, non-agricultural workers will be paid at a rate of time and one-half their regular rate of pay for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular rate of pay for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek. In accordance with state law, rest and recovery periods may count as hours worked.

We will allow employees to make up time for work missed because of their personal obligations. If you wish to do so, you must provide the vice president of operations with a written and signed request for each occasion that you desire to make up time. However, an employee who makes up missed time in the same workweek will not be paid overtime for the additional hours of work on a given day unless they exceed 11 on that day or total more than 40 in that week.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the vice president of operations.

Overtime (All Other Employees)

There will be times when you will need to work overtime so that we may meet the needs of our clients. If you are a non-exempt employee, you must have all overtime approved in advance by the vice president of operations.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the vice president of operations.

Reporting Time Pay

The company will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

Time Away From Work and Other Benefits

Employee Benefits

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Holidays

Our company normally observes the following holidays during the year:

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

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Vacation (California Employees)

All full-time employees are eligible for vacation.

Immediately upon hire the employee will earn 0.83 days of paid vacation for each full month of employment.

After the completion of an employee's fifth year of employment, the accrual rate will be 1.25 days of paid vacation for each full month of employment.

Consult the vice president of operations for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off.

Submit vacation requests in writing at least thirty days in advance to the vice president of operations. When possible, vacation requests are granted, taking in to account operating requirements. Length of employment may determine priority in scheduled vacation times.

Vacation accrual may not exceed 1.5 times an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. The employee will not become eligible for any additional time in the subsequent year except to the extent that the prior vacation time has been used.

In addition, employees who are out on a leave of absence do not accrue vacation time while they are on their leave.

At the end of employment, eligible employees will be paid for accrued but unused vacation.

Vacation (All Other Employees)

Full-time employees are eligible for paid vacation time.

Vacation is calculated according to your anniversary date as follows:

Immediately upon hire, you will begin to earn 0.83 days of vacation each month, up to a maximum of ten days of vacation.

After five years of employment, and each year thereafter, you earn 1.25 days of vacation each month, up to a maximum of fifteen days of vacation.

Submit vacation requests in writing at least thirty days in advance to the vice president of operations. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation cannot be carried over from one year to the next nor is vacation pay granted in lieu of taking the actual time off.

Oregon Employees

Employees who meet the requirements for use of accrued leave will be permitted to use such time to engage in religious observance or practices, unless the company cannot accommodate the request because it will impose an undue hardship on business operations.

Illinois Employees

At the end of employment, eligible employees will be paid for earned but unused vacation.

All Other Employees

At the end of employment, eligible employees will not be paid for earned but unused vacation, unless state law dictates otherwise.

Sick Days

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

All Other Employees

You may use accrued sick time to care for your sick child.

Sick days cannot be carried over to the following year. Employees are not paid in lieu of taking the actual time off.

At the end of employment, employees are not paid for earned but unused sick days.

**Paid Sick Leave
(California Employees)**

An eligible employee who works in California for 30 or more days within a year from the commencement of employment is entitled to paid sick leave as described below.

Eligible employees will receive the greater of 24 hours or three days of paid sick leave at the beginning of each calendar year. This benefit does not accrue but rather is



“frontloaded.” Unused sick time will not be carried over from year to year. At the beginning of each year, employees will be granted the full 24 hours or three days of paid sick leave. Sick leave cannot be taken in increments of less than 2 hours.

Eligible employees are entitled to use available paid sick days beginning on the 90th day of employment. The rate of pay shall be the employee's hourly wage. The actual dollar amount that you receive may vary according to your compensation plan.

Paid sick leave may be used for:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
2. For an employee who is a victim of domestic violence, sexual assault, or stalking: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child; to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or to participate in safety planning and take other actions increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

“Family members” include: spouses, registered domestic partners, grandparents, grandchildren, siblings, children, and parents as defined by state law.

If the need to use paid sick leave is foreseeable, you must provide the company with reasonable advance notification.

If the need to use paid sick leave is not foreseeable, please provide notice of your intent to use paid sick leave as soon as practicable.

Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Unused sick leave will not be paid out at the end of employment. If an employee is separated and rehired by the employer within one year from the date of separation, previously unused paid sick days shall be reinstated and the employee shall be entitled to use those previously unused paid sick days and to receive additional paid sick days upon rehiring unless the employee was paid out for all accrued and unused sick leave upon separation of employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

Unpaid Sick Time (Oregon Employees)

Employees will be allotted 40 hours of unpaid sick time at the beginning of each calendar year. Employees can use sick time for the following purposes:

1. For an employee's mental or physical illness, injury or health condition, including time off for

medical diagnosis, care, treatment or preventative care; or

2. For the care of a family member's mental or physical illness, injury or health condition, including time off for medical diagnosis, care, treatment or preventive care; or
3. For any purposes allowed under family leave as provided by Oregon law, including but not limited to the care of an infant or newly adopted child under 18 years of age, for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care due to a mental or physical disability, or to deal with the death of a family member within 60 days of the date on which the eligible employee receives notice of the death of a family member; or
4. For any purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking laws, including for medical treatment to recover from injuries caused by domestic violence, sexual assault, harassment, or stalking, to assist a minor child or dependent in obtaining counseling from a mental health professional related to domestic violence, harassment, sexual assault or stalking, to obtain victim services for the employee or the employee's minor or dependent, to relocate or take steps to secure an existing home needed to ensure the health and safety of the eligible employee or the employee's minor child or dependent; or
5. In the event of a public health emergency.

Employees will be allotted 40 hours of sick time on their first day of employment, but are not permitted to use sick time until the 91st day of their employment.

Employees are not required to search for or find a replacement to cover the hours during which they utilize sick time and are not required to work an alternate shift to make up for the use of sick time.

Upon approval by the company, an employee may work additional hours or shifts to compensate for hours or shifts during which the employee was absent from work without using sick time for the hours or shifts missed if he or she so requests. Employees, however, are not required to work additional hours or shifts.

Employees may use sick time in increments of 1 hour.

The company may require verification from a health care provider of the need for sick time lasting three consecutive scheduled workdays or longer. However, the company will not delay the taking of earned sick time or delay pay for the period in which earned sick time was taken for eligible employees on the basis that the company has not yet received the verification.

If the need to use sick time is foreseeable, the employee must notify the company ten days prior to the date the sick time is to begin or as soon as otherwise practicable. The employee must make a reasonable attempt to schedule the use of sick time in a manner that does not unduly disrupt the company's operations. If the need to use sick time is unforeseeable, then the employee must notify the company before the start of the employee's shift or when circumstances prevent the employee from providing notice before the start of the employee's shift, as soon as practicable.

Employees will not be discriminated or retaliated against for taking or requesting earned sick time in accordance with this policy.

This leave may run concurrently with any other leave, including paid time off, where permitted by state and federal law.

Jury Duty (California Employees)

If you are summoned for jury duty, give reasonable advance notice to the vice president of operations that you will need time off to serve. You will be granted an unpaid leave in order to serve.

We reserve the right to request proof of jury service issued by the Court upon return.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with the vice president of operations as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Jury Duty (Illinois Employees)

Employees summoned for jury duty are granted an unpaid leave in order to serve.

You must provide the vice president of operations with a copy of the summons within ten days of the date the summons was issued.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Jury Duty (All Other Employees)

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the vice president of operations as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.

Voting Leave (California Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify the vice president of operations of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to the vice president of operations as soon as possible.

Voting Leave (Illinois Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary.

Employees whose working hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls will be permitted a two-hour paid absence during working hours.

We reserve the right to select the hours you are excused to vote.

Notify the vice president of operations of the need for voting leave at least one day before Election Day. When you return from voting leave, you must present a voter's receipt to the vice president of operations as soon as possible.

Voting Leave (Missouri Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours to vote while polls are open will be granted up to three paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify the vice president of operations of the need for voting leave as soon as possible, before Election Day.

When you return from voting leave, you must present a voter's receipt to the vice president of operations as soon as possible.

Voting Leave (Utah Employees)

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three hours to vote while polls are open, will be granted no more than two paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify the vice president of operations of the need for voting leave at least one day before the election. When you return from voting leave, you must present a voter's receipt to the vice president of operations as soon as possible.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use vacation. Military orders should be presented to the vice president of operations and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the vice president of operations of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the vice president of operations.

Family Military Leave (Illinois Employees)

Eligible employees who are the spouse, civil union partner, parent, child or grandparent of a person called to serve over 30 days in the military may take up to 15 days of unpaid family military leave during the military service member's deployment.

To be eligible for family military leave, employees must have been employed by the company for 12 months and worked 1,250 hours during the 12 month period immediately preceding the start of the leave.

Employees must provide the company with at least 14 days' notice for leave lasting five or more consecutive workdays. For leaves of less than five days, employees must provide the company with as much notice as possible.

Employees must provide certification from the proper military authority to verify eligibility for the leave requested.

Employees must exhaust all accrued, but unused vacation, except sick leave, before taking leave under this policy.

This leave may run concurrently with any other leave where permitted by state and federal law.

Veterans Day Leave (Oregon Employees)

The company will provide unpaid Veterans Day leave to an employee who is an eligible veteran if the employee would otherwise be required to work on Veterans Day and the employee provides the company with:

- At least 21 calendar days' notice that the employee intends to take time off for Veterans Day; and
- documents showing that the employee is a veteran as defined by state law

The company will notify the employee at least 14 calendar days prior to Veteran's Day if their leave request is approved and whether the leave will be paid or unpaid.

If the company cannot provide leave to a qualified employee on Veterans Day because it would cause significant economic or operational disruption, or undue hardship, it will allow the employee to choose, with company approval, a single day off within the year after the Veterans Day on which the employee will be given time off from work in recognition of their service.

Civil Air Patrol Leave (Illinois Employees)

Employees who serve as a member of the Civil Air Patrol, and who are called to perform a civil air patrol mission are entitled up to 15 days of unpaid leave.

In order to be eligible for leave under this policy, the employee must have:

- Been employed by the company for at least 12 months; and
- Been employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of leave.

Eligible employees must give at least 14 days' notice to the company of the date which leave will commence, if it will consist of five or more consecutive work days. Consult with the vice president of operations to schedule leave so as not to unduly disrupt business operations.

If the leave is less than five consecutive work days, please provide the vice president of operations with reasonable advanced notice.

Employees may be required to provide certification from a civil air patrol authority of eligibility for the requested leave.

Employees may elect to continue their health insurance at their own expense while taking leave in accordance with this policy.

Volunteer Emergency Worker Leave (Illinois Employees)

Employees who serve as an unpaid “volunteer emergency worker” are entitled to an unpaid leave when absent from work in order to respond to an emergency call received prior to the time the employee is scheduled to report to work. For purposes of this leave, “volunteer emergency worker” means a person who does not receive monetary compensation for his or her services as a volunteer firefighter, Emergency Medical Technician (licensed as an EMT-B, EMT-I, or EMT-P under the Emergency Medical Services (EMS) Systems Act), a volunteer ambulance driver or attendant, or a volunteer “First Responder”, as defined in Sec. 3.60 of the EMS Systems Act, to a fire department, fire protection district, or other governmental entity and who does not work in one of these capacities for any other fire department, fire protection district, or governmental entity for monetary compensation.

Employees utilizing this leave shall make reasonable efforts to notify the company of their service and shall continue to make reasonable notification efforts over the course of any absence.

The company may request an employee to provide a written verification from the supervisor or acting supervisor of the volunteer fire department or emergency medical services that the employee served as a volunteer emergency worker and the time thereof.

For more information regarding this leave, please see the vice president of operations.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Volunteer Fire Protection Trustee Leave (Illinois Employees)

An employee who serves as an elected or appointed trustee of a fire protection district is entitled to unpaid leave to attend a meeting of the board of trustees, including travel time.

Employees utilizing this leave shall make reasonable efforts to notify the company of the need for leave under this policy.

For more information regarding this leave, see the vice president of operations.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Volunteer Emergency Worker Leave (Missouri Employees)

Employees who serve as a volunteer firefighter as defined by the Volunteer Firefighter Job Protection Act, a member of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team, or being activated to a national disaster response by the Federal Emergency Management Agency (FEMA) are entitled to an unpaid leave when absent from work in order to respond to an emergency call received prior to the time the employee is scheduled to report to work.

Employees utilizing this leave shall make reasonable efforts to notify the company of their service and shall

continue to make reasonable notification efforts over the course of any absence.

The company has the right to request the employee to provide a written statement from the supervisor or acting supervisor of the volunteer fire department or the commander of Missouri-1 Disaster Medical Assistance Team or the FEMA supervisor stating that the employee responded to an emergency and stating the time and date of the emergency.

For more information regarding this leave, please see the vice president of operations.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Disaster and Emergency Services Leave (Oregon Employees)

The company will grant an unpaid leave of absence upon request of an employee who is a search and rescue volunteer accepted to participate in search and rescue activities by the sheriff. Such leave will continue until release from the search and rescue activities permits the employee to resume the duties of employment.

Employees taking leave under this policy are not subject to removal or discharge from their position as a consequence of the leave of absence.

Upon the conclusion of a leave of absence under this policy, the company will restore you to the same position

or an equivalent position without loss of seniority, vacation credits, sick leave credits, service credits under a pension plan or any other employee benefit or right that had been earned at the time of the leave of absence.

For more information regarding this leave, please see the vice president of operations.

Witness Leave (California, Illinois, Missouri and Utah Employees)

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

New Hampshire Employees

The company will offset any amounts received by a salaried employee for witness fees against the salary due for that pay period.

We ask that you notify the vice president of operations of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Witness Leave (All Other Employees)

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify the vice president of operations of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Juvenile Court Attendance Leave (Oregon Employees)

Employees are given the necessary time off without pay to attend juvenile court proceedings involving their child or a child for whom they are the legal guardian. We ask that you notify the vice president of operations of the need to take leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bone Marrow Donation Leave (Oregon Employees)

Employees who work an average of 20 or more hours per week and have accrued but unused paid time off may use up to 40 hours of this time to donate bone marrow or to be screened as a possible donor.

Please provide the vice president of operations with written physician verification of the purpose and length of each leave.

For more information regarding this leave, please see the vice president of operations.

School Visitation Leave (California Employees)

If you are the parent or guardian of a child who is suspended and are required to appear at the child's school, you may take time off without pay if you provide reasonable advance notice to the vice president of operations of the need for time off.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bereavement Leave

Full-time employees are eligible immediately upon hire for two paid days for the death of an immediate family member.

California Employees

Members of the immediate family include spouses, registered domestic partners, parents, brothers, sisters, children, children of registered domestic partners, grandchildren, grandparents, parents-in-law and parents of registered domestic partners.

Illinois Employees

Members of the immediate family include spouses, civil union partners, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

All Other Employees

Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to the vice president of operations as soon as possible.

Domestic Violence Leave (California Employees)

The company will not discriminate against employees who are victims of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child.

Affected employees must give the company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the company will take no action against affected employees if, within a reasonable time after the appearance, they provide the company with documentary evidence that their absence was required for any of the above reasons.

This leave will be unpaid. However, affected employees may use vacation, personal leave or other accrued time off (if available).

Domestic and Sexual Violence Leave (Illinois Employees)

Employees who are the victims of domestic or sexual violence or have family or household members who are victims of domestic or sexual violence shall be permitted to take unpaid leave up to a total of 8 workweeks during any 12-month period. Such leave must be used to: (1) seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member; (2) obtain services from a victim services organization for the employee or the employee's family or household member; (3) obtain psychological or other counseling for the employee or the employee's family or household member; (4) participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or (5) seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence.

Affected employees must give the company reasonable advance notice, of at least two days, of their intention to take leave for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances where it is not practicable to do so. In such a case, the company will take no action against affected employees if, within a reasonable time after the absence, they provide the company with documentary evidence that their absence was required for any of the above reasons.

The company will hold the information that employees provide to the company in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; (2) otherwise required by applicable federal or state law.

Affected employees may elect to use accrued paid or unpaid leave (including family, medical, sick, annual, personal or similar leave) for an equivalent period of leave provided under this policy.

Leave may be taken intermittently or on a reduced work schedule.

This leave does not create a right for employees to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to unpaid leave time permitted by, the Federal Family and Medical Leave Act.

Victims of Crime Leave (Missouri Employees)

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Victims of Felony Crimes Leave (California Employees)

The company will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide the company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Medical Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse, or a family contract on the first of the month following sixty days of employment. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the vice president of operations.

To assist you with the cost of this insurance, our company pays a portion of an employee only, an employee plus children, an employee plus spouse, or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's dental insurance, prescription drug and vision care programs.

A booklet containing the details of the plan and eligibility requirements may be obtained from the vice president of operations.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the vice president of operations.

Life Insurance

Eligible full-time employees may enroll in this plan on the first of the month following sixty days of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the company.

Complete details of this plan may be obtained from the vice president of operations.

Disability Leave

Full-time and part-time employees are eligible for an unpaid disability leave immediately upon hire. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed thirty days.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act or due to state law or other requirements.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. The company will not seek genetic information in connection with requests for disability leave. All medical information received by the company in connection with a request for leave under this policy will be treated as confidential.

To the extent allowed by the insurance contract and applicable laws, we will continue to provide medical insurance coverage for employees on authorized disability leave for the first thirty days of disability. When the above period expires, you may continue your medical insurance coverage by making arrangements with the vice president of operations to pay the entire monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

State Disability Insurance (California Employees)

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

Family Leave Insurance (California Employees)

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;

- To care for a serious health condition of an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling or parent-in-law.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use any accrued PTO or vacation time, up to a maximum of one week. This use of PTO or vacation time will go, in part, towards the seven-calendar-day waiting period.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further,

this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to any company provided leave.

Pregnancy Disability Leave (California Employees)

Female employees are eligible for an unpaid leave of absence up to four (4) months (i.e. the working days you would normally work in one-third of a year or 17 1/3 weeks, unless your hours vary from month to month in which case the company will use a monthly four month average of the hours worked prior to commencing leave) for disabilities relating to pregnancy, childbirth or related medical conditions per pregnancy.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued vacation time as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your pregnancy disability leave. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the company of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable.

You must give the company at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during your leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees who choose not to return from leave may be required to refund premium payments made by the company on their behalf, when permitted by state law.

Pregnancy Accommodation (Illinois Employees)

The company, consistent with state law, will provide reasonable accommodations for any medical or common condition of an employee related to pregnancy or childbirth, to the extent the accommodation can be made without imposing an undue hardship on the business.

Reasonable accommodations means reasonable modifications or adjustments to the work environment, or to the manner or circumstances under which the position held is customarily performed, that enable an employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to perform the essential functions of that position, and may include, but are not limited to:

- more frequent or longer bathroom breaks;
- breaks for increased water intake;
- breaks for period rest;
- private non-bathroom space for expressing breast milk and breastfeeding;
- seating;
- assistance with manual labor;
- light duty;
- temporary transfer to a less strenuous or hazardous position;
- the provision of an accessible worksite;
- acquisition or modification of equipment;

- job restructuring;
- part-time or modified work schedule;
- appropriate adjustment or modifications of examinations, training materials, or policies;
- reassignment to a vacant position;
- time off to recover from conditions related to childbirth; and
- leave necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth.

The company may request documentation from the employee's health care provider concerning the need for the requested reasonable accommodation(s) to the same extent documentation is requested for conditions related to disability. The company may require:

- the medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable;
- the date the reasonable accommodation(s) became medically advisable; and
- the probable duration of the reasonable accommodation(s).

If leave is provided as a reasonable accommodation, such leave may run concurrently with any leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the vice president of operations.

Long-Term Disability Insurance

Eligible employees may participate in our long-term disability insurance program.

Eligible full-time employees may enroll in this insurance program on the first of the month after sixty days of employment.

Long-term disability insurance provides eligible employees with a continuing source of income after three consecutive months of total disability. The benefits are calculated as a percentage of your salary.

The cost of this insurance is fully paid by the company.

This is intended as a summary of benefits only. Additional information may be obtained from the vice president of operations.

Social Security

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the vice president of operations.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the vice president of operations. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

Section 132 Plan (Transportation Benefit Plan)

The Transportation Benefits Plan (TBP) under IRS Code 132(f) allows eligible employees to set aside a portion of their pay toward qualified transportation expenses for mass transit, van pools and parking.

All full-time employees are eligible for this plan. To enroll, an employee must complete and submit the Transportation Benefit Plan Enrollment and Change form and return it to the vice president of operations.

The maximum reimbursement amounts per month are established annually by the IRS. Mass transit includes bus, subway, train and ferry for personal use when commuting to work. Van pools must be used from the employee's place of residence to the place of employment and must be able to seat six passengers, not including the driver. Eligible parking expenses are parking in a lot at or near our location or parking at a location from which the employee commutes to work, such as a subway station.

For more information, please see the vice president of operations.

Employee Bonuses

Employees may receive bonuses from time to time. These are based on individual merit, the company's profitability and any other factor(s) deemed significant by the company. Whether or not bonuses are granted and the amounts granted are within the sole discretion of the president.

Employee Assistance Program

Eligible full-time and part-time employees may participate in our employee assistance program immediately upon hire.

Our *BalanceWorks*®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the vice president of operations.

On the Job

Wage Disclosure Protection (California Employees)

The company, consistent with California law, does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee's wages or the wages of another employee.

The company will not take an adverse employment action or retaliate against an employee for discussing his or her wages. The company will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or an employee to disclose wages in response to an inquiry by another employee.

Wage Disclosure Protection (Oregon Employees)

The company, consistent with Oregon law, will not take an adverse employment action or retaliate against an employee for inquiring about, discussing or disclosing in any manner the employee's wages or the wages of another employee.

The company will not take an adverse employment action or retaliate against an employee for making a charge, filing a complaint or instituting an investigation,

proceeding, hearing or action based on the disclosure of wage information by the employee.

This policy does not apply to an employee who has access to wage information of employees as part of the employee's job and who discloses the wages of employees to individuals not authorized to have access to the information, unless the disclosure is in response to a charge or complaint or is in furtherance of an investigation, proceeding, hearing or action.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify the vice president of operations as far in advance as is feasible under the circumstances, but no later than two hours before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for two days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

Business Hours

Because of the nature of our business, your work schedule may vary depending on your job. Our normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Check with the vice president of operations if you have questions about your hours of work.

Working Hours

Our company's workweek is Monday through Sunday.

Meal, Rest, and Recovery Time (California Employees)

Except for certain exempt employees, all employees who work five or more hours in a day are required to take an uninterrupted 30-minute unpaid duty-free meal period to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the company, employees must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the

employee being at liberty to use the meal period time as the employee wishes.

An employee shall not be required to work during a meal period, in accordance with state law. If the company fails to provide an employee with a required meal period, the employee will be paid one additional hour of pay at the employee's regular rate of compensation.

The company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

No company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the vice president of operations.

Waiver of Meal Period Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to the vice president of operations for clarification on whether you are entitled to waive your

second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from the vice president of operations. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and the company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

Meal Time (Illinois and Oregon Employees)

A 30-minute, unpaid meal break should be taken each day. Approving the scheduling of this time is the responsibility of the vice president of operations.

Meal Time (All Other Employees)

A 30-minute, unpaid meal break should be taken each day. Approving the scheduling of this time is the responsibility of the vice president of operations.

Rest and Recovery Periods (California Employees)

Employees will receive one 10-minute paid break for every four hours worked (or major fraction thereof). Rest and recovery periods will occur as close to the middle of a four-hour work period as is practical. This time must be approved by the vice president of operations each day.

Rest and recovery periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. However, no supervisor is authorized or allowed to instruct or allow an employee to waive a rest or recovery period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest or recovery periods during the pertinent pay period.

Breaks (Oregon Employees)

Employees will receive one 10-minute paid break for every four hours worked. This time must be approved by the vice president of operations each day.

Breaks (All Other Employees)

Employees will receive one, ten-minute paid break in the morning and one, ten-minute paid break in the afternoon. This time must be approved by your supervisor each day.

Lactation Breaks (California, Illinois, and Utah Employees)

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. 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, for the employee to express milk in private.

Notify the vice president of operations to request time to express breast milk under this policy. The company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or

regulation. If you have knowledge of such a conflict or a potential conflict you should contact the vice president of operations.

Standards of Conduct

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, clients and others who do business with the company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the company's EEO and No Harassment policies; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time;

poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

Access to Personnel Files (California Employees)

Upon request, current and former employees may inspect their own personnel files at a mutually agreeable time, on company premises in the presence of a company official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The company will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the company. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The company complies with state law record retention requirements for current and former employees.

For more information, contact the vice president of operations.

Access to Personnel Files (Illinois Employees)

Employees may inspect their personnel records, up to two times each year. Requests should be submitted in writing and generally will be granted within seven working days. Personnel records include any personnel documents that are or have been intended to be used in determining your qualification for employment, promotion, transfer, wage increases, discharge or other disciplinary action. Certain records may be excluded in accordance with state law, such as letters of reference, testing documents, pending claims, and investigations. Employees who wish to obtain a copy of their records may do so and the company may charge a reasonable fee for the duplication cost. If you disagree with any information in the personnel record, you can submit a written statement explaining your position, attached to the disputed part of the personnel record. The inclusion of such a statement does not mean that the company agrees.

For more information, contact the vice president of operations.

Access to Personnel Files (Oregon Employees)

Employees will be allowed a reasonable opportunity to inspect their personnel records that are used to determine their qualifications for employment, promotion, wage increases or records used to discipline or terminate the employee. Employees may request a certified copy of their record and the company may charge a reasonable service charge. A request to inspect or a copy of a personnel file will be granted within 45 days of the request.

For more information, contact the vice president of operations.

Client and Public Relations

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but if we do we run the risk of losing not only that client, but his or her associates, friends or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the company's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the vice president of operations promptly.

Care of Equipment

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to the vice president of operations at once.

Travel/Expense Accounts

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals

See the vice president of operations regarding additional reimbursable business expenses.

Relocation Assistance

From time to time, depending on business needs, our company may need to transfer and relocate employees to different geographic areas where we may conduct business. The company will pay for certain relocation expenses. Please contact the vice president of operations for further details.

Personal Telephone Calls

It is important to keep our telephone lines free for client calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Unless used for business purposes, personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using the company's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text

messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Acceptable Uses of Our Systems: Employees may use our Systems to communicate internally with co-workers or externally with clients and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications: All Electronic Communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the

company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties. Personal use of our System should be limited to non-working time. Personal use of our System must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the company's business services, sales agreements, pricing information, client lists, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on company Systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use company Systems in a manner that is unlawful, wasteful of company resources, or unreasonably compromises employee productivity or the overall integrity or stability of the company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.

In addition, employees may not use our company Systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the vice president of operations;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All Systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of the vice president of operations. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to Electronic Communications. The company complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this Policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the vice president of operations for advance clarification.

Social Media

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames clients, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the company, fellow employees,

clients, and people working on behalf of the company or competitors.

Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company employee. Express only your personal opinions. Never represent yourself as a spokesperson for the company or make knowingly false representations about your credentials or your work. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the company." You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the vice president of operations.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our clients' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct client contact, you represent the company with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the company, to the public and fellow employees.

The company maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for their job.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Protecting Company Information

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the vice president of operations.

The company's address shall not be used for the receipt of personal mail.

Conflict of Interest/Code of Ethics

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the company, interferes with an employee's business judgment concerning the company's best interests, or exploits an employee's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide the vice president of operations with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

All company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify the vice president of operations of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the vice president of operations immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the vice president of operations.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, clients and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to the vice president of operations at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

No Weapons in the Workplace (Illinois and Utah Employees)

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the vice president of operations immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

No Weapons in the Workplace (All Other Employees)

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the vice president of operations immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Substance Abuse

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances.

Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment.

California, Illinois and Utah Employees

Although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to the vice president of operations.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Intermodal Drayage Services Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I

MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the president or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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