

BGI Employee Handbook

Employment Process & Procedures

For proper and timely processing, please complete, sign, and return the following information prior to beginning work. Should you have any questions or need assistance, please contact your Client Associate.

- Employment Agreement
- W-4
- I-9 including identification
- Worker's Compensation Agreement (if applicable)
- Direct Deposit Information (i.e. Voided Check)
- MVR Release and Authorization (if applicable)
- Proof of Vehicle Insurance (if applicable)

Payment Procedures

To ensure the prompt and accurate processing of your payroll, please read the following information carefully:

- Payroll is assigned based on upon your assigned pay schedule.
- You are responsible for tracking your own time. Time Sheets are due on Tuesday. Payday is Wednesday. (Note: Some employees are paid bi-weekly.)
- An authorized Client Company Representative must sign your time sheet.
- Wages may be deposited directly to your bank account via Direct Deposit, mailed, picked up at BGI or delivered to you location.
- Please review your first paycheck to ensure that your name, address, social security number, and tax information are correct.

Business Expense Reimbursement

All business expenses generated within the scope and conduct of your duties must be approved in advance by the Company or the Client Company. Any authorized expenses incurred within the scope and conduct of your duties while on assignment will be reimbursed by the Company.

- Expenses must be recorded on a numbered Company expense report. The Company requires that you keep all receipts as back up.
- Authorized mileage reimbursement is considered total reimbursement for all auto expenses.
- An authorized Client Company Representative must sign your expense report.
- Fax your expense report with your time sheet. Reimbursement of expenses will be processed with your payroll.

Direct Deposit

Most major financial institutions have payroll funds available for you on Friday; smaller banks may take one additional day to post funds to your account. Your pay stub is sent to your home via US mail on Wednesday.

Please make sure your account and routing numbers are accurate. If you change bank accounts while on direct deposit, please contact your Client Associate immediately.

Your Employment at the Company

Terms and Conditions of employment with the Company may be modified at the sole discretion of the Company, with or without cause and with and without notice, at any time. Other than a Client Associate, no one has the authority to make any agreement for employment other than for employment At-Will or to

make any agreement limiting the Company's discretion to modify terms and conditions of employment. Only Client Associates have the authority to make any such agreement, and only then in writing, signed by both parties. Any other statement, conduct, policy, or practice can establish no implied contract concerning any employment-related decision or term or condition of employment.

Statement of At-Will Employment Status

Employment at the Company is At-Will Employment. Employment may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in the handbook or in any other document or statement shall limit the right to terminate employment At-Will. No supervisor, agent, client, or employee of the Company has the authority to enter into an agreement for an employee's employment with the Company for any specific period of time or to make an agreement other than At-Will. Only a Client Associate has the authority to make such agreement and then only in writing.

Alternate Dispute Resolution Policy

In any organization, employment disputes will arise, sometimes requiring resolution through a formal proceeding. Traditionally, this proceeding has been conducted through our court system too often has proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute.

With this in mind, the Company has developed and implemented this Alternate Dispute Resolution Policy ("ADR Policy"). We believe that these procedures will result in a fair and equitable means for resolving those types of employment disputes that all too often become unnecessarily protracted. These procedures ensure that all parties have an opportunity to meet and see if there is a mutually satisfactory basis for resolving their dispute. If the parties fail to reach an amicable resolution, these procedures provide for a fair hearing before an impartial, objective individual who has been selected by both sides. The neutral arbitrator will have the full authority to resolve this matter protecting the rights of both parties.

We hope that you will never find the need to utilize these procedures and that your employment will be free of major disputes or issues. However, in the event a dispute should arise, these procedures are there to ensure that the dispute is handled fairly and efficiently.

1. Agreement to Participate
For employees covered by this Alternate Dispute Resolution Policy, alternative dispute resolution, including final and binding arbitration, is the exclusive means for resolving covered disputes (as defined below); no other action may be brought in court or in any other forum. This agreement is a waiver of all rights to a civil court action for a covered dispute; only an arbitrator, not a judge or jury, will decide the dispute. Nothing in this ADR policy precludes the parties from discussing a mutually acceptable resolution of the dispute without the necessity of formal arbitration proceedings. Additionally, the parties may agree to engage in mediation prior to arbitration.
2. Covered Disputes
Covered disputes include any dispute arising out of or related to termination of employment or alleged unlawful discrimination and/or harassment including, but not limited to, the following:
 - alleged violations of federal, state, and/or local constitutions, statutes, or regulations;
 - claims of unlawful harassment or discrimination which cannot be resolved by the parties or during an investigation by an administrative agency (such as the Department of Fair Employment and Housing or Equal Employment Opportunity Commission);
 - claims based on any purported breach of contract (including breach of the covenant of good faith and fair dealing, claims, wrongful termination, or constructive termination);
 - claims of unfair demotion or reduction in pay;
 - claims based on any purported breach of duty arising in tort, including alleged violations of public policy; and
 - claims of post-termination defamation.
3. Initiating The Alternative Dispute Resolution Procedures

In the event a dispute should arise and you wish to initiate these procedures, deliver a written request for alternative dispute resolution to the President of the Company within the time limits which would apply to the filing of a civil complaint in court. A late request will be void. These time limitations will not be extended for any reason and will not be subject to tolling, equitable or otherwise. If a request for alternative dispute resolution is not submitted timely, the claim will be deemed to have been waived and forever released.

4. **The Arbitration**

The dispute will be decided by a single decision-maker, called the arbitrator. The arbitrator will be mutually selected by the Company and the employee. If the parties cannot agree on an arbitrator, then a list of arbitrators will be obtained from the federal or state mediation and conciliation services (or similar neutral agencies that administer arbitration proceedings, such as the American Arbitration Association). The arbitrator will be selected by the parties according to the method of selection specified by the agency providing the list of proposed arbitrators.

The arbitrator shall be bound by the provisions and procedures set forth in the 1989 Model Employment Arbitration Procedures of the American Arbitration Association. The applicable substantive law shall be the law of the state or federal law. If both federal and state law speak to a cause of action, the employee shall have the right to elect his/her choice of law.

The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After, selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the disposition and to use and exercise all of the same duties, liabilities and objections as provided by law. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provide to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by the credible, relevant evidence. The arbitrator shall issue a written opinion and award.

Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award under the Federal Arbitration Act, 9 U.S.C., 1-16, if applicable, and/or applicable state law.

5. **Fees and Costs**

Fees and costs shall be allocated in the following manner: Each party will be responsible for its own attorney's fees and expenses, except as otherwise provided by law, and the cost of the copy of the reporter's transcript of the proceedings, if desired.

The employer will pay the arbitrator's fee.

6. **Severability**

In the event that any provision of the ADR Policy is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable to any extent, such term or provision shall be enforced to the extent permissible under the law and all remaining terms and provisions of the ADR Policy shall continue in full force.

Equal Employment Practices

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Company policy prohibits unlawful discrimination based on race, color, creed, sex, marital status, age, national origin or ancestry, religion, physical or mental disability, medical condition, veteran status, sexual orientation or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful. The Company's commitment to equal opportunity employment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their Client Associate and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform on the job. The Company will then conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a complaint to your Client Associate, the Company's Project Manager, or the President of the Company. Your complaint should include the names of individuals involved, and the names of any witnesses. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers.

Confidentiality and Non-Disclosure Policy.

Each employee is responsible for safeguarding confidential information obtained during employment. During the course of your work, you may have access to confidential information regarding trade secrets, customer lists, rates or charges, technical data, or suppliers. It is your responsibility to in no way reveal or divulge any such information, unless it is necessary for you to do so in the performance of your work duties. Access to confidential information should be on a "need to know" basis and must be authorized by your Client Company Representative.

At, or before the end of the employment period the employee is required to return to the Client Company the originals and all copies of any and all files, business papers, computer disks, or other written or electronically stored material relating to the business of the Client Company over which possession, custody, or control is exercised.

Confidentiality of Employee Information

The Company will release your address and/or phone number to the Client Company, solely for work purposes. The Company will make the determination of what information (phone number/address) to release dependent upon the purpose of the communication.

If you do not agree to have personal information released you must state so in writing and submit notice to your Client Associate.

Policy Regarding Workplace Violence

The safety and security of Company employees is of vital importance. Acts or threats of violence including intimidation, harassment and/or coercion, which involve or affect the Company or Client Company, or which occur on Company or Client Company property, will not be tolerated.

This prohibition against threats and violence applies to all persons involved in the operation of the Company or Client Company. Violations of the policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring the Company into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by law.

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating or causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or hostile, abusive or intimidating work environment is created for one or several Company employees.

Workplace violence does not refer to occasional comments of socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

Any person who engages in a threatening or violent action on Company or Client Property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off the Company and Client Company premises pending the outcome of an investigation into the incident.

When threats are made or a Company employee commits acts of violence, a judgment will be made by the Company as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action. Once a threat has been substantiated, it is the Company's policy to put the threatmaker on notice that he or she will be accountable for his or her actions and then follow with the implementation of a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Company policy or procedure should be interpreted in a manner that prevent the above from occurring.

IMPORTANT NOTE: The Company has the sole discretion of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of the policy shall alter the At-Will nature of employment at the Company.

Policy Against Harassment

The Company is committed to providing a work environment free of unlawful assault. Company policy prohibits harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company or Client Company.

If you believe you have been unlawfully harassed, contact your Client Associate immediately. It is important to have details of the incident, names of the individuals involved, and the names of any witnesses. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegation.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination.

The Company will not retaliate against you for filing a complaint. The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Also be aware that the Federal Equal Employment Opportunity Commission investigates and prosecutes complaints of prohibited harassment in employment. If you think you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Policy Against Sexual Harassment

Sexual harassment is a form of sex discrimination, which is unlawful, and against the policies of the Company. Sexual harassment involves (a) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of employment, or (b) making submission to or rejection of such conduct the basis for employment decisions, or (c) creating an intimidating offensive or hostile working environment by such conduct.

An employee or applicant who feels that he or she has been sexually harassed is encouraged to discuss the matter with your Client Associate. All complaints will be handled in a timely manner. Investigation of a complaint will normally include conferring with parties involved and any named apparent witness.

Any employee determined by the Company's investigation to have sexually harassed another employee will be dealt with appropriately based upon the degree of seriousness of the offense.

The Company's sexual harassment policy applies to all persons involved in the operation of the Company and prohibits sexual harassment by any employee of the Company or Client Company.

When the Company has reason to believe that federal, state, or local law is being violated, the Company may refer such activities to law enforcement.

Drug & Alcohol Policy

A. Application

This policy applies to all employees of the Company. For purposes of this policy, an employee shall be considered "on the job" whenever he/she is:

1. On Company or Client Company property, including parking lots, at any time;
2. At job site;
3. On the property and/or at the facilities of customers, clients and/or vendors;
4. Driving or riding as a passenger in a Company vehicle or private vehicle for which the Company reimburses expenses;
5. On Company time even if off Company premises (including paid lunch and rest periods).

B. Drug & Alcohol Policy Statement

The Company is concerned about the use, possession, distribution, purchase, sale, dispensation, offering to sell or dispense, manufacture, being under the influence of and/or testing positive for alcohol. Drugs and controlled substances. The Company is also concerned about the abuse of prescribed and over-the-counter medications in the work environment. Such activities interfere with an employee's work performance, efficiency, safety, and health and may adversely effect the work and safety of others.

The word "controlled substances" in this policy includes all chemical substances or drugs listed in any controlled substances act or regulation applicable under federal, state or local laws. It includes all substances and/or medications that can affect one or more mental and/or physical functions. Most, but not all, controlled substances fall into the following categories: stimulants, depressants, and hallucinogens.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect the employee's job performance and seriously impair his/her value as an employee.

1. Regulations:

1. The following are strictly prohibited by the Company:

1. Possessing or consuming alcohol while on the job.
2. Working or attempting to work while under the influence of alcohol or testing positive for alcohol.

3. Distributing, possessing, using, selling, manufacturing, dispensing, offering to purchase, a controlled substance while on the job.
4. Working or attempting to work while under the influence of any controlled substance or testing positive for any controlled substance or drug. This includes prescription drugs and controlled drugs, except when under and in accordance with a physician's direction and where such use will not affect the employee's ability to safely and/or effectively perform his/her job.
5. Using drugs, including prescription drugs and/or over-the-counter drugs, when such use may affect the employee's ability to safely and/or efficiently perform his/her job or may affect the safety or well being of others.
6. Refusing to submit to testing as outlined in this policy.
7. Adulterating or tampering with the collection forms, process and/or with the testing sample.
8. Being convicted of a criminal drug violation occurring in the workplace.

The following is strictly required by the Company: any employee who is using prescription and/or over-the-counter drugs which may affect his/her ability to safely and/or efficiently perform his/her job or which may affect the safety and well being of others, shall notify the Company of such use immediately before starting or resuming work. If there is any question concerning the employee's ability to perform safely and/or efficiently, the employee will be assigned to his/her duties if, in the sole discretion of the Company, such duties are appropriate and available, or the employee will be sent home.

However, when an employee complies with this requirement, the Company may still request that an employee consent to drug and/or alcohol testing pursuant to this policy.

2. Action:
Any employee who violates the above regulations is subject to discipline up to and including termination.

C. Compliance Policy

The Company reserves the right to require the drug and/or alcohol tests of any job applicant or employee as set forth below. An employee's consent to undergo the testing procedures set forth below is required as a condition of employment and an employee's refusal to consent may result in disciplinary action up to and including termination.

D. Drug & Alcohol Detention Program

1. Testing of job applicants and employee for drug and/or alcohol use may be conducted under the following circumstances:
 1. As a condition of hiring
 2. When there is a reasonable suspicion that an employee is under the influence of drugs and/or alcohol or is otherwise in violation of this policy. "Reasonable Suspicion" means suspicion based on information regarding the appearance, behavior, speech, attitude, mood, and/or breath odor of the employee.
 3. When an employee is directly involved in an on-the-job injury, which is the nature to cause reasonable suspicion that the employee was under the influence of drugs and/or alcohol at the time of the accident or injury.
 4. When required by state or federal law or regulation.
 5. The following conditions apply to testing of employees for drugs and or alcohol:
2. At the time an employee is directed to submit to drug and/or alcohol testing, he/she shall be informed of the reasons he/she is being directed to submit to testing. Any refusal to be tested constitutes insubordination, which is in itself, grounds for discipline. Moreover, refusal to consent

will not protect the employee from discipline for violating the drug and alcohol policy because the Company will decide whether to discipline based on other available evidence.

3. Searches of employees and of property may be conducted at the discretion of the Company. Desks, storage areas, lockers, file cabinets, and Company or Client Company vehicles and must be maintained according to policy. All such areas must be kept clean and are to be used only for work purposes. The Company reserves the right, at all times, and without prior notice, to inspect any and all Company or Client Company property for the purpose of determining if this policy or any other Company policy has been violated. Such inspections may be conducted during or after business hours and in the presence or in the absence of the employee.

All vehicles and containers, including but not limited to: bags, boxes, purses, briefcases, lunch containers, etc. brought onto Company or Client Company property, including parking lots, or onto a job site, or the property in/or facilities of customers, clients, and/or vendors of the Company or Client Company are subject to inspection at any time that a reasonable suspicion exists that this policy has been violated and such an inspection is reasonably necessary to investigate such violation.

Refusal to consent to a search or inspection when requested constitutes insubordination and the Company may take disciplinary action up to and including immediate termination.

E. Compliance with the Drug-free Workplace Act

1. Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring on Company or Client Company premises or while conducting Company or Client business. A report of a conviction within five days of the conviction.
2. Within thirty (30) days of the date the Company learns of an employee's conviction, it will discipline such employee, which may include termination. An employee who is not terminated will be required to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program
3. Each employee, as a condition of employment, shall sign a Notification Statement confirming that the employee will abide by this policy.

F. Involvement of Law Enforcement Agencies

When the Company has reason to believe that federal, state or local law is being violated; the Company may refer such activities to law enforcement.

Computer Equipment and Systems Information Policy

The Company's and/or Client Company's computer systems and other technical resources including, without limitation, voice mail systems, electronic mail ("e-mail") systems, Internet and Intranet access, computer hardware, software and peripherals, may be provided to employees for use in pursuit of the Company's and/or Client Company's business and may be used only in that pursuit. As a result, all computer hardware, software and electronic systems provided by the Company and/or Client Company, including the equipment and the data stored in these systems, are to remain at all times, the property of the Company and/or Client Company. These systems, services, and equipment may not be used for personal or any other non-business-related purpose. Any misuse of e-mail, voice mail, the Internet, or any other Company and/or Client Company computer equipment, systems or information may result in disciplinary action up to and including termination. All information and messages created, stored, sent or retrieved over these systems are the property of the Company and/or Client Company and should be considered private. Employees are advised that even when information is erased or deleted, it is still possible to recreate and retrieve the message.

Internet and Email Use

Internet, World Wide Web, and Intranet access may be provided to Company employees for the benefit of the Company and/or Client Company and its customers, vendors and suppliers. This access enables employees to connect to information and other resources around the world. All employees are required to

maintain and enhance the Company and/or Client Company public image, and to use the Internet in a productive manner. The following guidelines have been established for using the Internet and the electronic mail system.

Acceptable uses of the Internet

Employees accessing the Internet, World Wide Web, and/or the Client Company's own Intranet are representing the Company and/or Client Company when doing so. Accordingly, all such communications should be for professional, business-related reasons and may not be for personal use. Each employee is responsible for ensuring that he or she uses his or her Internet access privilege in an effective, ethical and lawful manner.

Unacceptable use of the Internet

The Internet, World Wide Web, and/or the Client Company's Intranet should not be used for personal gain or individual views. Solicitation of non-Company and/or Client Company's business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of the Company and/or Client's Company's networks of other users, and must not interfere with an employee's productivity. Employees on the Internet may not transmit copyrighted materials belonging to entities other than this Company and/or Client Company. Employees are not permitted to copy, transfer, rename, add or delete information or programs to other users unless given express permission to do so by the owner of such information programs. Failure to observe copyright or license agreements may result in disciplinary action from the Company and Client Company or legal action by the copyright owner.

Employees should be aware that harassment of any kind is prohibited. No message with derogatory or inflammatory remarks about an individual or group's age, disability, gender, race, religion, national origin, physical attributes, sexual preference or any other classification protected by federal, state or local law may be transmitted.

Employee Responsibilities

Each employee is responsible for the content of all text, audio, or images that they place on or send over the Internet. All messages communicated on the Internet should have your named attached. No messages will be transmitted under an assumed name. Neither employees nor any other users may attempt to obscure the origin of any message. Employees who wish to express personal opinions on the Internet must obtain their own user names on the Internet systems using their own computer equipment. Company and/or Client Company systems may not be used for any such purpose under any circumstances whatsoever.

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software onto any Company and/or Client Company computer or any drive in a Company and/or Client Company computer without proper authorization.

Computer and System Security

All computers and the data stored on them are and remain at all times the property of the Company and/or Client Company. As such, all messages created, sent or retrieved over the Internet or the Company's and/or Client Company's electronic mail system are property of the Company and/or Client Company, and should be considered public information. The Company and/or Client Company reserves the right to retrieve and read any messages composed, sent, or received on the Company's and/or Client Company's computer equipment and electronic mail system. Employees are advised that, even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message is not, and cannot be, ensured to anyone. Internet and electronic mail messages are public communication and should not be considered private. Furthermore, the Company and/or Client Company may disclose all communications including text and images to law enforcement or other third parties without prior consent of the sender or receiver.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. In addition, the Company and/or Client Company may advise appropriate legal officials of any illegal violations. This policy is in no way intended to modify the At-Will nature of employment with the Company.

Monitoring Employee Communications

The Company and/or Client Company reserves the right to monitor, retrieve, and/or record all communications composed, sent or received on or through the Company's and/or Client Company's systems, services, and equipment, in furtherance of any legitimate business interest. This monitoring may be conducted at any time, whether continuously or randomly, without further notice, and will be conducted in accordance with all applicable legal requirements.

The Company and/or Client Company also reserves the right to use whatever data, recordings or information it so obtains for any legitimate business purpose that the Company and/or Client Company may consider appropriate. Nothing herein shall limit the Company and/or Client Company from monitoring, conducting surveillance upon, or inspecting any area or person as further permitted by law. All communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

Driving Policy

The following conditions must be agreed to before an employee is authorized to utilize a personal vehicle during the course of business.

- Driving in the course of business includes only that driving which is required while employees are on assignment.
- The Company assumes no responsibility or liability for the operation of the personal vehicle while the individual is not in the employment of, and on assignment for, the Company. Under the following conditions you are not considered to be under the employment of the Company and therefore are totally responsible for all liability associated with it.
 1. Driving to and from your assignment which is considered commute time.
 2. Driving your vehicle for breaks, time off, personal destinations or personal errands.
- Prior to an employee's use of a personal vehicle in the course of business, current proof of insurance coverage (certificate of insurance from insurance carrier) and a copy of your valid driver's license must be submitted to the Company.
- A Motor Vehicle Report (MVR) may be requested by a third party vendor by the Company annually. Based on this report, employees with moving violations and/or excessive points may be considered by the Company as an unsafe operator of a motor vehicle, jeopardizing an employee's driving privilege with the Company.
- The Company reserves the right to require employees to submit MVR's as necessary.
- Employees are responsible for all maintenance, repair, insurance, upkeep, and any other expenses related to the operation of a personal vehicle.
- Personal vehicles are expected to be suitable for professional conduct of business and in condition which insures employee safety.
- Talking on and dialing cell phones and other portable phones can distract employees while driving. Employees are required to operate vehicles safely at all times while on company business. Employees must give their full attention to driving and must not be distracted by passengers, cell phones or excessively loud music. Employees are prohibited from driving while writing, reading, and while using cell phone or other portable phones. Employees should pull off the road safely and stop in the first available safe parking area, if they need to use these communication devices or perform such tasks.

Health & Safety

It is the policy of the Company to provide employees with safe equipment, quality materials, established procedures and rules to create a safe place of employment. Every employee is expected to use equipment

and materials in a safe and acceptable manner, follow established procedures, and use common sense safety rules of safety.

Our objective is to complete all work without any injury or illness or losses to personnel. Employees, supervisors and management are expected to cooperate to achieve these objectives. Any violation of these rules or procedures, or unsafe activity will initiate appropriate disciplinary action. An employee should report any unsafe conditions noted so that they can be corrected as soon as possible. An employee will not be discriminated against for bringing to our attention any unsafe conditions or participating in our activities. Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact your Client Associate for copies of current rules and guidelines. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance, which endangers health and safety, will not be tolerated.

General Safety Rules

1. Employees must report all injuries immediately to their supervisor and Client Associate. No employee shall go to a physician or other medical practitioner for treatment of any on-the-job injury without authorization from your Client Associate or Project Manager, except under emergency conditions.
2. Injuries, which are not reported, will be questioned in any subsequent claim, thus possibly jeopardizing the right to compensation and treatment.
3. All employees are required to attend any safety meeting called by the Company or by their supervisor.
4. All employees are required to cooperate in any accident-related investigations.
5. Protective equipment must be worn when required for specific jobs. Any deficiencies in the required protective equipment must be reported to a Client Associate or your supervisor immediately. No employee is to perform a job if the appropriate protective equipment is defective.
6. No practical jokes, scuffling, contests of strength, or other horseplay is will be tolerated.
7. Only authorized persons shall operate equipment or machinery.
8. All work areas will be kept clean. Each employee is responsible for cleaning up any unsafe condition or practice to the extent of their authority.
9. If an employee does not have authority to correct an unsafe work condition or practice, they will report it to your Client Associate or supervisor who has the authority to see that it is corrected.
10. Only clothing appropriate to the nature of the job may be worn.
11. Safety recommendations from employees are encouraged. A means of submitting a written recommendation will be provided and management will respond with information about taken or current status of each recommendation.
12. Workers exposed to flying objects will wear eye protection.
13. Written Company safety policies must be followed. In the absence of specific rules, all employees are expected to maintain proper standards of safety and follow the instructions of their supervisors.
14. Material must be stacked where it is not a hazard and where it will not tamper movement of machinery, safety devices, fire fighting equipment, or block aisles, stairs, and exits.
15. Never leave equipment or pieces of materials on walkways or where they may fall onto another worker.

Workers' Compensation

The purpose of workers' compensation law is to protect the general welfare of all employees. With an approved workers' compensation claim, the Company will provide medical and hospital treatment for an injury or illness that is due to the employee's job.

Should you sustain a job-related injury or illness, immediately notify your Client Associate, who will arrange medical attention for you. When emergency care is necessary and you cannot call the Company immediately, please ask for assistance from your Client Company representative or call an ambulance.

Once you notify your Client Associate, a claim form will be forwarded to you so you can describe the injury. Complete the claims form and return it to the Company as soon as possible. Timely reporting is important to receiving prompt benefits.

Family and Medical Leave Act

This act stipulated that employers must grant eligible employees a total of twelve (12) workweeks leave during any twelve (12) month period. Reasons for leave include:

- Birth of your child or care of your newborn or adopted child. Leave must be taken within one year of the birth or placement of your child.
- Placement of a child with you for adoption or foster care.
- Care of your child, spouse, or parent with a serious health condition.
- Recovery from a serious health condition that prevents you from performing the essential functions of your job. The following criteria determine employee eligibility to take leave under FMLA:
- Employees who have worked for their current employer for at least 1,250 hours during the previous twelve (12) months
- Employer must have over 50 employees within a 75-mile radius of the employee's work site.

Any employee who believes they are eligible and would like to request a leave of absence under FMLA should contact their Client Associate. In order to request a leave of absence, the employee must provide thirty (30) days prior written notice to the Company. If the employee cannot provide thirty (30) days notice, the employee must do so as soon as possible. Employees requesting leave under FMLA due to a serious health condition, will be required to provide the Company with a health care provider's medical certification within fifteen (15) days of the date of the employee requests a leave of absence. A request for leave of absence under FMLA must be received and approved by the Company prior to leave.

401K Plan

The Company is pleased to offer to you a Salary Deferral Retirement Savings Plan, 401K. The 401K plan offers to you a way to save for the future by contributing through a voluntary salary reduction. A 401k offers you the opportunity to save on current income taxes and enjoy the benefits of tax deferred growth on investment savings.

There are four enrollment periods each year (April, July, October, and January). To qualify for the program you must have 700 hours of service and work 6 months. Upon qualification, the Company will provide you with information.