

DAYS CORPORATION

EMPLOYMENT GUIDELINES

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INTRODUCTION

To Our Employees:

These guidelines have been designed as your employment guide to the Company. These written policies should increase understanding, eliminate the need for individual decisions on matters of company-wide policy, and help to ensure uniformity throughout our organization. Nothing in these guidelines is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be construed as, a contract of employment or agreement that any benefit will be continued for any period of time.

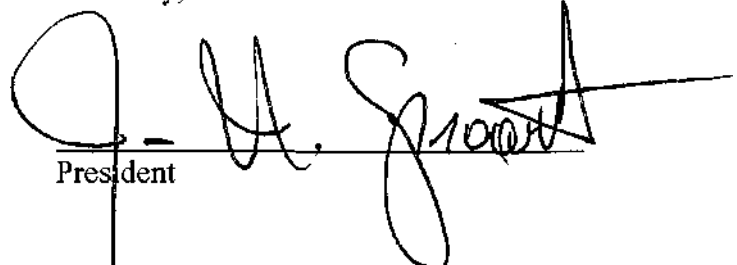
These guidelines set forth policies we believe are necessary to ensure proper conduct, promote a safe and healthy environment for all employees, and contribute to our orderly, efficient, and continuous operation. This will enable us to retain high caliber individuals who make our success possible.

From time to time, you will receive additions to your employee handbook. These additions will be used in updating and revising the policies whenever it is necessary. We encourage you to study the additions carefully prior to placing them in your personnel manual. Please be sure to remove old policy statements and procedures when advised to do so.

It is essential that you have a full and complete understanding of Days' personnel policies. If you have questions as to the interpretation of any of the policies in this handbook, or regarding any other employment matters, please contact Human Resources.

We are pleased you have chosen to work with us. Best of luck to you in your new assignment!

Sincerely,



President

MISSION STATEMENT

Dedicated to another century of providing superior services and products.

EMPLOYMENT RELATIONSHIP

All employment relationships with the Company are considered “at-will” arrangements and either party is free to terminate the relationship at any time for any reason. The “at-will” arrangement may not be varied.

No representation made by the Company shall change the “at-will” nature of this relationship, nor does it create an employment contract for any specific period of time.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is an equal opportunity employer. The Company recruits, hires, promotes, retains and bases all actions on qualifications, abilities, and performance, without regard to race, color, religion, age, sex, disability, national origin or any other characteristic protected by law.

Reasonable accommodation will be made for qualified individuals with disabilities, provided that such accommodation can be granted without undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

EMPLOYMENT CLASSIFICATIONS

Most of the benefits described in this booklet apply to regular employees. Although we are not in a position to offer temporary and part-time employees all the benefits that our regular employees receive, we consider them a valuable part of our staff.

Each employee is designated as either exempt or non-exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. All employees will fall into one or more of the classifications below:

EVALUATION: A person hired on a regular basis must satisfactorily complete a sixty (60) day evaluation period before becoming a regular employee. This evaluation period is used for training and learning about your position and company policies and procedures. During this time, benefits such as holiday, personal, and vacation time will not be available.

REGULAR: A person regularly scheduled to work at least thirty (30) hours per week who has completed his or her evaluation period of employment.

PART-TIME: A person who is regularly scheduled to work less than thirty (30) hours per week or not scheduled to work year round. All insurance benefits will become effective the 61st day the part-time employee changes to full-time status subject to eligibility requirements of the plan.

COMPENSATION AND BENEFITS

COMPENSATION AND BENEFITS - GENERAL

The Company compensation package includes a competitive pay plan and an employee benefits program. Although many of our benefits are summarized in the Handbook, the following summaries do not supersede or alter the specific terms and conditions contained in other documents, such as insurance contracts or retirement plan documents, which cover these same fringe benefits. The amount and type of fringe benefits provided to all qualifying employees, as well as any required employee contributions, may be amended or changed from time to time. Compensation information is confidential.

Regular employees are eligible for all Company benefits.

Part-time employees are eligible for benefits such as vacation pay, personal time pay, or holiday pay and will be paid based on “normally scheduled/worked” hours that would be paid at their regular rate. Part-time employees are not eligible for insurance coverage.

Evaluation employees are not eligible for benefits such as insurance coverage, vacation pay, personal time pay, or holiday pay, except as expressly stated in this Handbook or in relevant plan documents.

Please contact Human Resources if you have any questions about any of our benefits.

PAYMENT OF COMPENSATION

Pay checks are normally issued every Thursday for the hours worked the previous week. We offer direct deposit of payroll checks into either a savings or checking account.

If you have questions concerning why deductions were made from your pay or how they were calculated, contact the Payroll Department or Human Resources and they will provide answers to your concerns. If you are absent from work on a payday, your check will be held by Payroll.

In the event your employment has been terminated, either by you or the Company, your check will be mailed to your address on file. Upon your request you may pick up your paycheck at the office on the next regularly scheduled payday. Only you may pick up your paycheck unless you have provided written authorization and the individual you have designated to pick up your check can provide satisfactory identification.

ADMINISTRATIVE PAY CORRECTION

If you believe there is an error in the amount of pay you have received, you should promptly bring the discrepancy to the attention of your Supervisor or Human Resources so that corrections can be made as quickly as possible. If underpayments are identified, they will be corrected as quickly as possible. Overpayments will be deducted from subsequent paychecks. The Company complies with all applicable laws concerning the payment of wages and will correct any inadvertent improper deduction, should it occur, and monitor the situation to ensure no further issues arise.

OVERTIME

To serve our customers, overtime work may sometimes be necessary. Overtime cannot be worked without prior authorization from your supervisor. Management schedules overtime based on production needs and available workforce. If you are a non-exempt employee, you must always check first with your supervisor before volunteering to work at any Company-sponsored activity outside your normal working hours.

Employees classified as non-exempt under federal law will be paid at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) in a single work week. For the purpose of calculating overtime, holiday, vacation, and personal hours paid count as hours worked.

Employees working on Sundays or Company-designated holidays will receive twice their normal pay rate for hours worked on such day.

BREAKS

Employees are allowed two (2) paid fifteen (15) minute breaks each day.

LUNCH

Production employees receive a thirty (30) minute unpaid lunch break around the midpoint of their work day, as scheduled by their supervisors. Hourly production employees must punch in and out for the lunch, even if not leaving the premises. Hourly office employees are entitled to a one hour lunch.

VACATION

We recognize the importance of an annual vacation as a period of rest and relaxation. Vacations will be scheduled, whenever possible, at the convenience of the employee. Employees may take vacation in half day (four (4) hour) or full day (eight (8) hour) increments unless the employee is using the vacation for time that also qualifies for leave under the Family Medical Leave Act, in which case the vacation time can be taken in the increments as the FMLA leave. Time taken under the FMLA policy states, accrued time can be consumed, paid down, one (1) hour at a time. Employees must request vacation days in writing at least twenty-four (24) hours in advance. It is important that departments are adequately staffed at all times; therefore, it is up to

the discretion of the employee’s supervisor, based on production requirements, as to whether to grant a particular request.

Vacation time is available to all regular employees who have completed one (1) full year of continuous service. Once the employees reach their first anniversary date, they become eligible to take vacation. Vacation eligibility is calculated from the employee’s anniversary date during the first year of employment and from January 1st thereafter. This means that for purposes of this policy, the “first year” of vacation eligibility is a partial year running from the employee’s first anniversary date to December 31. The employee’s second year of vacation eligibility begins on January 1 after the employee’s first anniversary date. Vacation awards are as follows:

YEARS OF SERVICE	<u>ANNUAL VACATION WEEKS AWARDED</u>
Less than one complete year	Zero
From first anniversary date to December 31	1 week
2-7 years of employment	2 weeks
8-11 years of employment	3 weeks
12-19 years of employment	4 weeks
20+ years of employment	5 weeks

Vacation days cannot accumulate year to year. Vacation not taken before the end of the calendar year will be forfeited. The only exception would be for those employees whose first anniversary falls between October 1 and December 31. These employees have until December 31 of the following year to consume the earned hours. They would then fall under the policy as established above.

Employees will not be paid for any unused portion of their vacation allowance. The only exception to this rule is that employees who voluntarily quit, provide the company with at least one (1) week notice of their resignation, AND work all scheduled hours through the end of their employment will receive payment for all unused vacation allowances earned up to the date the employee gives notice of their resignation. Such employees will not earn any additional vacation after the employee give notice of resignation.

On the other hand, if an employee voluntarily quits and provide the company less than one (1) week notice of resignation or if the employee is terminated for gross misconduct, the employee will forfeit all unused vacation credited the employee. In addition, the employee will not earn any vacation after the employee gives notice of resignation.

HOLIDAYS

The Company observes ten (10) full holiday days each year. A list of scheduled holidays will be distributed to regular employees each year. Holidays falling on Saturday or Sunday will either be celebrated on the preceding Friday or following Monday. If you are a regular or part-time

employee, you will be paid for Company-designated holidays. Company-designated holidays are as follows:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

In order to receive holiday pay an employee must work all scheduled hours the day before and the day after the holiday. The only exception to this policy is if the employee has Personal Time available. Under this circumstance holiday pay will be paid out in full.

PERSONAL DAYS

Employees accrue personal days on January 1st of each year and may use the personal days for any reason at any time during the year. Employees will not be paid for unused personal days at the time of termination of employment.

If personal days are not used in the calendar year in which they are earned, they may be accumulated for up to three (3) years at five (5) days per year, for a maximum of fifteen (15) days or one hundred-twenty (120) hours. These "accumulated" paid personal days may be used only as medical leave days. Employees will not be paid for accumulated personal days taken for any purpose other than medical leave. Accumulated paid personal days will be forfeited if not used within three (3) years. The only exception would be for those employees who earn personal days between October 1 and December 31. These employees have until December 31 of the following year to consume these earned hours. They would then fall under the policy as established below.

Employees may take their personal days in half day, four (4) hour, or full day, eight (8) hour, increments. Personal days must be requested twenty-four (24) hours in advance, except in emergency situations. The exception to consuming these hours per the schedule above is when an employee has also qualified for the Family Medical Leave Act. Under this policy accrued time can be consumed, paid down, one (1) hour at a time.

<u>YEARS OF SERVICE AS OF JANUARY 1</u>	<u>PERSONAL DAYS AWARDED</u>
Less than one year of employment	1 day for each 4 months of employment
1-2 years of employment	3 days per year
More than 2 years of employment	5 days per year

BEREAVEMENT LEAVE

Regular employees are eligible for bereavement leave and will be paid based on an eight (8) hour day up to three (3) days, at their regular rate, during the standard work week from Monday through Friday. Part-time employees are eligible for bereavement leave and will be paid based on

“normally scheduled/worked” hours that would be paid up to three (3) days, at their regular rate, during the standard work week Monday thru Friday. A relationship below must exist to qualify:

Mother	Father	Step-Parent
Sister	Brother	Grandparent
Grandparent-in Law	Spouse	Daughter
Son	Step Son	Step Daughter
Father-in-Law	Mother-in-Law	Son-in-Law
Daughter-in-Law	Grandchildren	Step-Grandchildren

Satisfactory proof of death and relationship must be submitted by the employee.

PERSONAL LEAVE

The Company will, in its sole discretion, grant short-term personal leaves of absence up to thirty (30) days based upon justifiable reasons. Employees will be required to take all earned vacation and personal days prior to the commencement of a personal leave. The eligibility requirement to request a personal leave an individual must have a Regular or Part-time employee status. Employees will be responsible to pay 100% of the premiums for insurance benefits while on leave and must pay the amount in advance of taking leave. If the leave is extended, employees must pay the premium for insurance in advance of the extension.

All personal leaves of absence are granted with the understanding that when the employee returns to work, every effort will be made, if a vacancy exists, to place the employee in the position previously held or a similar position. No guarantee is given that there will be a position available. If the employee fails to return to work at the agreed upon end of the leave, the employee’s employment may be terminated.

An employee will accrue seniority, personal days, and vacation days during his/her personal leave but will not receive paid holidays.

JURY DUTY LEAVE

We fully support the concept that citizens have an obligation to their community. The community is only effective as a community if people participate in it. If you are called for jury duty and must, therefore, be absent from work, your absence will be excused.

All Evaluation status employees are eligible for unpaid jury duty leave. Regular and Part-time employees are eligible for paid jury duty leave. The company will make up the difference between an eligible employee’s regular pay and the pay the employee receives while serving on a jury for a maximum of straight time hours in accordance with your schedule per day, ten (10) days per calendar year, provided the jury duty falls during the regular work schedule. If you are called

for service and dismissed before noon you must report to work for the rest of the scheduled working day.

We require an employee who receives a notice of jury duty to provide a copy of the notice to his/her supervisor promptly after the employee receives the notice. Upon return to work, the employee is required to provide his/her supervisor with a copy of the written notification from the court including the dates and times that the employee appeared for jury duty. The employee is expected to work whatever portion of the workday he/she is not in court with reasonable allowances for travel time.

MILITARY LEAVE

All military leaves of absence are governed by the Uniformed Service Employment and Re-employment Rights Act of 1994 (USERRA), as amended.

UNPAID MEDICAL LEAVE

Employees desiring a medical leave of absence beyond that provided by FMLA and employees not eligible for FMLA leave may make a written request to the Company for a medical leave subject to the following terms and conditions. The granting of such leave will be at the sole and absolute discretion of the Company.

All leaves must be supported by a medical certification completed by a health care provider. The Company may require additional independent medical opinions. The Company may also require re-certifications on a periodic basis. While on leave, you must update Human Resources every two weeks on your status and expected return date unless your health care provider has set out a specific date of return beyond the two week period. Failure to provide this update may be interpreted as a resignation without notice.

Unless otherwise required by law, the total amount of leave for medical leave will not extend beyond twelve (12) months, including any FMLA leave, from the date you cease active employment with the Company. If you are unable to return to work or there are no open positions for which you are qualified and capable of performing at the end of your leave, your employment will be considered terminated.

When you are able to return to work, you must provide to management an original signed physician's statement stating that you are able to return to work. The Company reserves the right to require you to be examined by a physician selected by the Company, prior to your resumption of job duties, to the extent permitted by law.

Leaves under this policy are granted with the understanding that your position may not be available when you are ready to return to work. Upon your notifying the Company of your release to return to work and following the Company's receipt of an appropriate physician's statement, you will be considered for open positions that match your qualifications. The Company will attempt to return you to the same or similar position as you held prior to the leave, subject to our staffing and business requirements.

Leaves under this policy are unpaid, unless you are entitled to paid time off under another benefit program thru the Company. You must use available paid vacation hours and personal hours as part of your leave. You will not continue to accrue vacation days or personal days, receive holiday pay, or continuous service.

While on an approved unpaid medical leave you will be offered the opportunity to continue medical coverage(s) in accordance with COBRA, at your expense, for the maximum period of time allowed by COBRA.

CONTINUATION OF HEALTH CARE COVERAGE

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives full-time employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" occurs. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours, a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administrative fee. The Company, through its insurance carrier, provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about employee's rights and obligations.

INSURANCE BENEFITS

The following insurance benefits are available to eligible employees under the specific terms and conditions applicable to the particular benefit. These benefits may be altered or discontinued at any time at the discretion of the Company. You may obtain further information relating to eligibility from the Human Resource department. Details regarding coverage, deductibles, and benefits are included in a separate document prepared by the insurance carriers. Employees are eligible for the following benefits after becoming a Regular employee.

Benefits include:

Medical Insurance / Dental Insurance / Vision Insurance
Life Insurance / Short-Term Disability / Long-Term Disability

RETIREMENT BENEFITS

Employees may participate in the Company 401(k) Plan subject to eligibility requirements.

For further information about this benefit, please contact the Human Resource department.

WORKER'S COMPENSATION INSURANCE AND LEAVE

You are covered by Worker's Compensation Insurance for certain injuries or illnesses which occur at or in the course of your work. The total cost of this insurance is paid by the Company. The coverage applies to most medical charges and may provide partial payment for lost wages. If you are injured while at work, you must report your injury or illness to your supervisor or to Human Resources immediately to preserve your potential claim for benefits.

While on an approved worker's compensation leave, the Company will continue all insurance benefits which you have been carrying immediately prior to your leave for six (6) months. The Company will pay the employee's health insurance premium during the employee's worker's compensation leave for six (6) months. Upon the employee's return to work, the employee will be provided with the appropriate form to double the payroll deductions for his/her portion of the health insurance premiums until such time as the premiums owed have been repaid. If this method is unsatisfactory, other arrangements can be made prior to the employee's leave. If an employee fails to return from worker's compensation leave, the employee will be required to reimburse the Company for all group insurance premiums paid by the Company during the employee's leave.

If the employee is eligible for FMLA and misses more than three (3) days of work due to an injury covered by Worker's Compensation, he/she will be placed on both Worker's Compensation Leave and FMLA leave pending health care provider verification. Following any entitled FMLA leave, the employee will continue on worker's compensation leave. An employee not eligible for FMLA leave will be placed on worker's compensation leave immediately. Worker's compensation leave will not extend beyond twelve (12) months.

UNEMPLOYMENT COMPENSATION

The Company pays the tax which provides you with unemployment benefits if you are laid off due to lack of work. The amount and duration of benefits are determined by state law.

PROMOTIONAL OPPORTUNITIES

It is Company policy to consider qualified employees for promotions prior to recruiting and hiring from the outside to the extent possible. All exempt payroll personnel selections will be made at the Company's sole discretion. Special consideration for supervisory positions, however, will be given to employees already with the Company.

The Company recognizes the right of employees to seek work in a different job classification. Open positions shall be filled in accordance with the provisions of this policy. An open position shall be defined as any job in a newly created job classification, a position in a job

classification that requires additional personnel or a position in a job classification left open as a result of death, termination, or promotion of another employee. At any time if you are interested in another position, please let your supervisor or the Human Resource department know.

When possible, the Company will give the employee up to thirty (30) days to qualify in the open position prior to a change in pay scale. During this period of time, the employee must make reasonable progress. If the employee is not able to qualify within thirty (30) working days, the employee may be offered their former position provided they were performing satisfactorily and the position held is available.

EMPLOYEE RESPONSIBILITIES

ATTENDANCE

To maintain a safe and productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. The full text of the Company's Attendance Policy accompanies this Guidebook as Attachment A.

HOURS / SHIFT SCHEDULES

Staffing needs and operational demands may necessitate variations in starting and ending times as well as variations in the total hours that may be scheduled each day and week. Any changes to the normal schedule will be communicated through your supervisor.

TIME CARDS AND TIME CLOCK

If your job requires the use of a time clock, you may punch in earlier than your assigned starting time with the understanding hours worked begin at your scheduled start time. You may punch out no later than six (6) minutes after your assigned quitting time, unless you have prior written approval from your supervisor. You must be at your work station, ready to begin work at your scheduled starting time, or be subject to a Company Rules violation. You may not punch another employee's time card or make any marks or alterations on a time card unless you are a supervisor expressly permitted to do so.

If you are given a time slip to register your hours worked, you must complete your time slip weekly and submit it to your supervisor for approval and signature. The time slip must separately set forth regular and overtime hours worked each week as well as any absences during the workweek. Falsification of time records will result in disciplinary action up to and including termination.

PERSONNEL DATA CHANGES

The Company needs up to date information, including your legal name, address, telephone number, marital status, information concerning dependents and beneficiaries, and other vital information. Such information is used for benefit administration purposes, in case you must be

located because of an emergency, or to send you important records such as yearend W-2 tax forms. If changes in such information occur, you must promptly notify Human Resources.

PERSONNEL AND MEDICAL RECORDS

The Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, when applicable, resume, record of training, performance appraisals, salary increases, and other employment records.

Personnel files are the property of the Company and access to such information is restricted. Generally, only Company management personnel who have a legitimate reason to review information in a file are allowed to do so.

To respect the privacy of our employees and follow governmental guidelines, the Company maintains employee medical records in a separate location. If your position allows you access to employee medical records for any reason, this information must be kept confidential.

COMPANY RULES

To assure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct. The full text of the Company Rules accompanies these Guidelines as Attachment B.

ANTI-DISCRIMINATION AND HARASSMENT POLICY

It is Company policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, national origin, age, disability, gender, or any other characteristic protected by law. The full text of the Company's Anti-Discrimination and Harassment Policy accompanies these Guidelines as Attachment C.

FIT-FOR-DUTY POLICY

General Philosophy

Company management is committed to providing a work environment that ensures the well-being of all employees, protects the Company and employees' property, and prohibits any influences which might have a detrimental effect upon the orderly, safe, and efficient operation of the business. Based upon these goals, the Company will require all of its employees to report for work and perform their duties within the standards established.

Application of Policy

1. This policy applies to all employees.
2. Compliance with this policy is considered a condition of employment. If the employee refuses to comply fully with all aspects of the Fitness-for-Duty policy, the employee will be subject to a Company Rule violation.
3. Class, A, B, and C Drivers are additionally subject to the Department of Transportation regulations and requirements.

Definitions

1. Chemical Substances: (a) any illegal substance including but not limited to narcotics, hallucinogens, cocaine, marijuana, designer drugs; (b) any controlled substance including but not limited to amphetamines and barbiturates which are used either without being prescribed by a licensed physician or in excess of the amount prescribed by a licensed physician; (c) any legal substance used in a manner in which the substance is not intended to be used, such as inhaling or ingesting substances that are not intended to be inhaled or ingested or are inhaled or ingested in excess of recommended amounts; and (d) any beverage containing alcohol (except when served or available at approved Company social or business functions).
2. Unfit Condition: Manifesting behavior which includes, but is not limited to the following: (a) drowsiness; (b) sleepiness or sleeping; (c) odor of alcohol on breath; (d) slurred and/or incoherent speech; (e) aggressive behavior; (f) depressive behavior; (g) unexplained work errors; (h) difficulty in performing normal or routine duties; (i) unexplained on-the-job accident; (j) unexplained on-the-job injury; (k) rapid changes in mood; (l) disorientation or inability to concentrate; (m) lack of coordination in walking or performing other tasks.
3. Major Accident: Any accident on the job or in a Company vehicle/equipment which results in injury to one or more individuals, property damage, and reasonable suspicion to do so.
4. Extended Absence: Any absence (other than approved vacation) in which the employee is absent from work for more than seven (7) consecutive work days.
5. Fitness-for-Duty Evaluation: A medical examination which may include testing for chemical substances.

Chemical Substance Policy

1. Possession, Sale, or Use of Chemical Substances
 - a. Employees will be subject to immediate discharge if caught selling, using, or possessing illegal drugs (i) on company premises including the company

parking lot; (ii) at a company owned/leased facility; (iii) while in or responsible for company vehicles at or away from the company's premises; or (iv) while on company business at or away from the company premises.

2. Searches

- a. The Company may conduct unannounced searches for chemical substances in Company owned/leased facilities, on company property, or on the company's premises including the company parking lot in instances such as:
 - Reasonable suspicion – When an employee appears to be in an unfit condition, or has demonstrated a history of impaired job performance.
 - When there has been a major accident.
 - When circumstances or workplace conditions justify such a search.
- b. Although an employee or employee's personal property will not be searched without consent, an employee's refusal to consent will result in disciplinary action including termination even for a first refusal.
- c. Searches of Company facilities and property including lockers and Company vehicles can be conducted at any time and do not have to be based on reasonable suspicion.

Post-Accident Evaluations

- The Company reserves the right to require a chemical substance test of all employees involved in an incident involving injury or property damage, or major accident where reasonable suspicion is present to confirm or refute chemical substance use as a possible cause.
- An employee who (1) refuses to submit to a Post-Accident Evaluation in accordance with the provisions of this policy, or (2) refuses to fill out and sign the written consent form agreeing to submit to the Post-Accident Evaluation and/or testing and permitting the company to be apprised of the testing results will be subject to immediate discharge.
- An employee who switches, dilutes, blocks, or adulterates any sample submitted for testing will be subject to immediate discharge.
- An employee with three (3) years or more of continuous service with the Company who has been terminated pursuant to the terms of this Policy may reapply for employment with the Company after six (6) months. Such person must: (i) produce satisfactory evidence to the Company that he/she has attended and completed an accredited chemical substance abuse program; (ii) pass a drug screen; (iii) have

satisfactory performance evaluations while previously employed by the Company; and (iv) if re-employed, agree to random chemical substance testing for a period of twelve (12) months.

Fitness-for-Duty Evaluations

1. The Company reserves the right to require fitness-for-duty chemical substance tests upon reasonable suspicion, involvement in a major accident, or has been on an extended absence.
2. An employee who (1) refuses to submit to a Fitness-for-Duty Evaluation in accordance with the provisions of this policy, or (2) refuses to fill out and sign the written consent form agreeing to submit to the Fitness-for-Duty Evaluation and/or testing and permitting the Company to be apprised of the testing results will be subject to immediate discharge.
3. An employee who switches, dilutes, blocks, or adulterates any sample submitted for testing will be subject to immediate discharge.
4. An employee with three (3) years or more of continuous service with the Company who has been terminated pursuant to the terms of this Policy may reapply for employment with the Company after six (6) months. Such person must: (i) produce satisfactory evidence to the Company that he/she has attended and completed an accredited chemical substance abuse program; (ii) pass a drug screen; (iii) have satisfactory performance evaluations while previously employed by the Company; and (iv) if re-employed, agree to random chemical substance testing for a period of twelve (12) months.

Collection and Testing Procedures

1. Collection Procedures
 - a. All reports of medical examinations and treatment status and chemical substances tests will be maintained in a confidential manner with original medical records remaining with the Medical Review Officer (MRO) at the collection facility.
 - b. Initial urine collection shall be performed in accordance with the Department of Transportation's regulations and the collection facilities requirements.
 - c. The MRO shall be a licensed physician who is responsible for receiving laboratory results generated from the Company's drug testing program. The MRO must have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's positive test result together with the employee's medical history and any other relevant biomedical information. The MRO is chosen by and a representative of the collection facility.

- d. Evaluation of “positive test” results will be done in accordance with the latest guidance from the Department of Transportation.
- e. The collection facility shall follow the appropriate chain of custody protocol established in accordance with federal regulations and the testing laboratory.

Prescription Drugs

Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, are encouraged to inform the Company of such prescription drug use. For the safety of all employees, the Company may consult with the employee and available resources to determine if a reassignment of duties is necessary. The Company will attempt to accommodate the employee’s needs by making an appropriate reassignment. If a reassignment is not possible, the employee will be placed on temporary medical leave until released as fit-for-duty by the prescribing physician.

Management Responsibility

Management employees (including supervisors) are responsible for maintaining a drug and alcohol free environment. Management employees who are responsible for identifying employees who appear to be unfit to perform their duties safely due to chemical substance abuse will receive company provided Random Suspicion Training in accordance with the Department of Transportation and Federal Motor Carrier Safety Regulations.

ELECTRONIC COMMUNICATIONS POLICY

All business equipment, electronic, and telephone communication systems and all communications, stored information transmitted, received, or contained in the Company information systems are the Company’s property and are to be used primarily for job-related purposes, although *de minimis* personal use is permissible. To ensure proper use of communication systems and business equipment, the Company may monitor the use of these systems and equipment from time to time. An employee’s use of the Company’s computer, e-mail, company issued cell phone or electronic note pad, and telephone constitutes the employee’s agreement to abide by the Company policies governing the Company communication systems as set forth below.

Business Form: E-mail, voicemail, and electronic messages reflect the Company image. They should be composed in a professional manner that is similar to messages sent on Company letterhead. Employees should keep in mind that electronic files are subject to discovery and may subsequently be used in litigation involving the Company or the employee. Therefore, it is expected that employee statements in electronic messages and files will reflect favorably on the Company and on the employee.

File Management: In order to keep the electronic communication systems and computer systems running efficiently, employees should delete unnecessary electronic messages stored in the system, as well as computer files that are no longer needed. Employees should also run a virus check on attachments received through e-mail before opening such files.

Company Property: In addition to the system hardware and software, all electronic files and electronic messages are the property of the Company, whether composed, received, or sent by the employee. E-mail messages, electronic messages, and other electronic files constitute business records belonging to the Company.

Privacy and Passwords: Because all forms of messages are the property of the Company, employees should not expect that any form of messages are private. In addition, employees should be aware that deleted files may be retrieved and read by the Company. The Company reserves the right to retrieve, monitor, or review any messages in the Company system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. Passwords must be disclosed to the appropriate Company representative upon request.

Proprietary Information Restrictions: Receiving or downloading, or sending or uploading of proprietary information is prohibited without prior authorization. Such information includes copyrighted materials, trade secrets, proprietary financial information, or similar materials.

Anti-Harassment Policies: Company policies prohibiting sexual or other harassment are applicable to e-mail, electronic messaging, and voicemail systems. Messages that contain foul, inappropriate, or offensive language, or those containing racial or ethnic slurs, or sexual innuendo, are prohibited.

Confidentiality: Employees are expected to respect the confidentiality of all forms of messaging sent to others. Employees may not access or review e-mail, electronic messages, or voicemail messages that are not distributed to them.

Internet Postings: Postings on the electronic bulletin boards list servers, websites, and applications that enable users to create and share content or to participate in social networking are for business use only, and not for any solicitation whatsoever or posting of personal views, personal opinions, or personal affiliations.

RECORD CREATION, RETENTION, AND DESTRUCTION

The records of the Company are important assets. The Company records include essentially all records you produce as an employee, whether in paper or electronic form. A company record may be as obvious as a memorandum, an email, a Company standard form or contract, or something not as obvious, such as computerized desk calendar, an appointment book or an expense record. Examples of Company records include: Email: inbox, sent, deleted, drafts, attachments, instant messages and blogs; Sound Recordings: voice mail, customer service recordings, unified messaging files, voice over internet protocol (VOIP); Word Processing Documents: PowerPoint presentations, form contracts, Excel spreadsheets, accounting programs, Human Resource record programs; Outlook calendars and address books; Photographs; and Voice Recordings.

The law requires the Company to maintain certain types of records, usually for a specified period of time. Failure to maintain those records for those minimum periods could subject you or the Company to penalties or fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the Company in contempt of court, or seriously disadvantage the Company in litigation.

The company expects all employees to comply with all published record creation, retention or destruction policies, provided all employees should note the following general exception to any stated destruction policy schedule: If you believe, or the Company informs you, that the Company records are relevant to litigation or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the Company management determines the records are no longer needed. This general exception should be followed despite any previous or future established destruction schedule for those records. If you believe this general exception may apply to any Company records, or if you have any question regarding if this general exception would apply, please contact the Human Resource representative.

From time to time the Company may establish record creation, retention, or destruction policies or schedules for specific categories of records to ensure numerous Company objectives including: legal compliance; that valuable records are available when needed; and to facilitate the orderly disposal of records that are no longer needed to save the Company time, space, and money.

Any questions or issues that arise regarding this Policy should be directed to your Supervisor or a member of management.

CREDIT CARDS

Employees who receive company-issued credit cards may only use the credit cards for company business and must turn in receipts for their purchases, Gasoline receipts are self-explanatory, but other receipts (e.g., meals or equipment purchases) must be accompanied by an explanation. Employees must turn in their credit card receipts timely. Employees who are issued a company credit card will receive a Corporate Credit Card Policy agreement to accept the terms upon which an employee is to possess this card. Violating any Company credit card policy will result in the company cancelling the credit card.

TRAVELING WITH COMPANIONS ON SALES TRIPS

The company discourages but does not prohibit spouses or other friends from traveling with sales/estimation personnel on in-town or out-of-town trips. If you have a non-employee companion on a trip, that person must sign a waiver of responsibility to the Company prior to departure. If this is not done prior to departure, the employee in question is subject to disciplinary action, up to and including discharge. The Company will not pay for any expenses for the companion. For instance, if the hotel costs would be lower for one individual than for two, the employee must pay the difference. The Company will not reimburse breakfast, lunch, or dinner receipts indicating that two people ate, unless the employee completely fills out a customer explanation of favor.

CASH RECEIPTS

The Company no longer allows hand-written explanations to be turned in for lost cash receipts. You must have actual receipts from the establishment where you spent the money to be reimbursed or credited for money received in advance.

DUPLICATE RECEIPTS

When cash and credit receipts are turned in for accounting, they are compared for duplicate dates and expenses. When duplication is found, the Company will not pay for both expenses. Turning in duplicate requests for reimbursement may subject an employee to disciplinary action, up to and including termination.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Inventions, trade secrets, improvements, discoveries, R&D data, reports, methods, or any confidential information to which you have access may not be divulged without an Officer of the Company's consent. At the time of employment, you should provide us with a list of all inventions, patented or unpatented, including a brief description thereof, which you have made or conceived prior to employment. We encourage you to discuss in general terms the nature of your work with your family and friends; however, because much of our work involves matters we consider confidential, you should not provide specific details on products, specifications, or pricing information.

COMPANY OWNED EQUIPMENT AND VEHICLES - NON-SALES

Company equipment and vehicles only may be used for company business. Employees using a vehicle for these purposes must sign a Corporate Vehicle Driver Agreement. The only exception to this policy is if alternative use is authorized and approved by the employee's Division Manager and a Corporate Officer, and the employee has properly submitted all required documentation. Employees permitted to use vehicles away from Company, property or job sites must request a Vehicle Driver Agreement and complete a Pre and Post Trip sheet with a Company authorized individual where all parties sign off. All fuel used during this time must be replaced at the employee's expense.

If a vehicle is used by an employee, with all documented and proper authorization, all fuel and fluids will be replaced by the employee. Any damages incurred during personal use will be the employee's responsibility. Private use without proper authorization may result in immediate termination. All terms and conditions of "Corporate Borrowed Vehicle Driver Agreement" must be strictly adhered to.

COMPANY OWNED EQUIPMENT AND VEHICLES - SALES

Any vehicle driven by a Company employee for the purpose of sales or engineering that may or may not be driven home on a daily basis by the employee will be considered a "sales vehicle". These company owned vehicles are provided to employees and are to be driven ONLY by employees for the purpose of assisting in conducting company business. Other usage of these vehicles, such as driving to and from work and occasional personal use, is offered as a privilege and convenience for the employee. Employees using a vehicle for this purpose must sign a Corporate Vehicle Driver Agreement.

HEALTH AND SAFETY

GENERAL

With your cooperation, we will strive to maintain a clean, healthy, and safe working environment. You are required to work safely, observe safety regulations, report unsafe conditions, and wear appropriate safety equipment. For those employees requiring personal safety protective equipment to perform their job, we will provide gloves, safety glasses, hearing protection, and certain other personal protective equipment as necessary.

You may be required to take a physical examination if your ability to perform the essential functions of your job is questioned.

You should familiarize yourself with the plant emergency evacuation plan which is posted on the bulletin boards.

WORKPLACE INJURIES

Despite good efforts to avoid them, accidents can still occur. We are equipped to handle routine cuts and abrasions. If you become injured at work, regardless of severity of the injury, you must report the incident to your supervisor immediately. A neglected injury can become a serious problem if not treated promptly. Under state law, medical examination or treatment at a Company-designated facility may be required as a condition of your employment. You must complete certain necessary medical forms and accident reports. Complete and timely documentation is necessary to expedite claim processing and to enable us to help assure a safe work place.

WORKPLACE VIOLENCE

The full text of the Company's Workplace Violence Policy accompanies these Guidelines as Attachment D.

SMOKING

Smoking is prohibited on company property except in designated smoking areas. This prohibition applies to employees, contractors, visitors, and all other persons having access to Company property. If your work with the Company requires you to be on the property of, or at a function of, any other employer, you are also expected to observe smoking restrictions of such employers. Employees who violate this policy will be subject to disciplinary action.

SEARCHES

The Company reserves the right to conduct unannounced searches for illegal substances (as these terms are defined in the Substance Abuse policy), firearms and weapons, missing items, or any items management believes necessary to locate. Searches may be conducted of the Company's facilities, Company property (including, but not limited to, desks, file cabinets, lockers, tool boxes, and electronic information), employee vehicles located in the facility parking lot, employees and their personal property (including, but not limited to, lunch boxes, coolers, tool boxes, purses, and bags). You are expected to cooperate in these searches. Although you and your personal property will not be searched without consent, your consent to such a search is required as a condition of employment. Your refusal to consent will result in disciplinary action up to and including termination, even for a first refusal.

VISITORS IN THE WORKPLACE

Without exception, unauthorized persons are not allowed in Company facilities which include, offices, production areas, warehouse, garage, and storage spaces. This includes employees not on duty, and family members of employees on or off duty. If an employee requires access to offices, production areas, warehouse, garage, and storage spaces during off-duty hours permission can be granted by supervision. If an individual needs to see an employee or deliver or pick up something from an employee, the visitor is required to report to the office first to seek permission from supervision to meet with the employee.

PERSONAL PROPERTY

The Company is not responsible for theft or damage to personal property brought onto its premises.

GENERAL EMPLOYMENT INFORMATION

DRESS

Aside from complying with any safety regulations that may apply, we ask that you dress in a manner that is appropriate for your job and not distracting to other employees or visitors. Remember, you are a Company representative, and we expect that you will present yourself accordingly. We reserve the right to prohibit dress, jewelry, body art, etc., which may be distracting to or considered not appropriate by other employees, customers, or vendors. Your employment with the Company requires you to follow this policy and you to cooperate with suggestions and requirements where they are made known to you. If you have any specific questions regarding appropriate personal appearance, please consult with your Supervisor or Human Resources.

GIFTS, MEALS, AND ENTERTAINMENT POLICY

Company employees may not exchange gifts, meals, or entertainment with Company vendors or potential vendors, unless such gifts, meals, or entertainment are appropriate to the circumstances of the business relationship, of limited value, do not influence or give the appearance of influencing the recipient and cannot be viewed as a bribe, kickback, or payoff. Examples of acceptable gifts include purchasing a reasonable meal during a business lunch or purchasing a round of golf during a business meeting. Under no circumstances may cash or its equivalent be given or received as a gift.

COMPLAINT AND APPEAL PROCEDURE

If you feel that you are not receiving fair treatment regarding wages, hours, working conditions, or if you have any other problem, please use the following procedure to resolve the issue:

Step 1

Inform your Supervisor or Division Director by submitting a written complaint. This should be done no later than three (3) working days after the problem has occurred.

Within two (2) working days after receipt of your complaint, your Supervisor will get back to you with a response.

Step 2

If you do not feel the matter has been adequately resolved by your Supervisor, you will have three (3) working days from the time of the receipt of the decision from your Supervisor to submit a written appeal to Human Resources.

Within two (2) working days after you submit your written appeal, Human Resources will schedule a meeting with you, your Supervisor, and the appropriate Company Representative, and Officer to review the complaint.

Within two (2) working days after such meeting, Human Resources will inform you of the decision.

Step 3

If you do not feel the matter has been adequately resolved at this level you will have ten (10) working days to communicate your complaint to the President. Upon receipt of your complaint, the President will conduct his own investigation of the facts surrounding your complaint, this investigation may include an interview with you, your Supervisor, and the appropriate Company Representative, and Officer.

Within ten (10) working days after the President has completed his investigation, you will receive a written and final decision regarding the complaint.

We hope you will use this procedure when you have a problem or a complaint. Naturally, everyone cannot always be happy with the final answer; however, we assure you that the decision will be made fairly with the best interest of you, your fellow workers, and the Company in mind. This complaint and appeal procedure does not restrict the Company's right to terminate an employee without going through the procedure.

WORKFORCE REDUCTION

Under some circumstances, the Company may need to restructure its operations or reduce its work force. If this becomes necessary, the Company will attempt to provide advance notice to employees so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Company will consider, among other things, operational requirements; the skill, productivity, past performance, attendance, and length of service of those involved.

You will be given a reasonable period of time to demonstrate your ability in a new position. If you are unable to perform the job satisfactorily, you will be placed on the layoff list. This guideline will also be followed if you are recalled from layoff into a new position.

When workload increases to the extent that additional employees are needed, the Company will recall individuals according to the same criteria as used to select individuals for layoff. The Company reserves the right to hire new employees during a layoff period when required skills for the work at hand are not available without training among the laid-off employees.

All Company benefits will terminate immediately upon layoff. Insurance coverage, though not provided, will remain available under the provisions of COBRA. Information concerning employee rights under COBRA will be mailed to you by its designated administrator.

If an employee on layoff has fulfilled the evaluation period requirements at the time of layoff, and the employee is recalled by the Company and returns to work within 270 calendar days of the date of layoff, benefits and time of service will be fully reinstated on the date of return to work. This rule does not apply to the group insurance plan, the terms of which will be governed by the actual group insurance contract in effect at the time the employee returns to work.

If an employee on layoff is recalled and does not accept the recall within three (3) working days, the employee will be considered to have voluntarily quit. If an employee on layoff is not recalled by the Company within 270 calendar days, the employee will be considered to have been terminated due to lack of work.

SUGGESTIONS ARE WELCOME

To provide a climate in which employees are able to make contributions to their work environment, the Company actively solicits employee suggestions. We encourage you to make suggestions at any time to any Supervisor or member of management.

PARKING

Designated areas for parking have been provided. We ask that courteous and safe driving practices be observed. The parking lot is considered part of our facility. All Company policies and rules pertain to each employee whether they are in the plant or in the parking lot. The Company is not responsible for theft or damage.

TELEPHONE CALLS

In case of emergency, employees are permitted to make or receive telephone calls during working hours; employees will be contacted promptly in the event of an emergency. In the case of non-emergency, calls are taken by the office and forwarded to your Supervisor to pass along to you. In non-emergencies, employees can return the call during break periods or lunch time.

CELLULAR PHONE USAGE

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of Company phones. Employees are to make personal calls on non-work time and to ensure that friends and family members are aware of the Company's policy.

The Company will not be liable for damage or loss of personal cell phones brought into the workplace.

EMPLOYEE ACKNOWLEDGMENT

The contents of these Employment Guidelines are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. The Company reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language in this booklet is not intended to create a contract between the Company and its employees; that is, employment can be terminated at any time.

I have received my copy of the Employment Guidelines, and I understand that it is my responsibility to read and comply with the policies contained in these Guidelines and any revisions to them. I also acknowledge that these Guidelines are not a contract of employment and that either the Company or I may terminate my employment at any time with or without cause and with or without notice.

(Signature of employee)

(Printed name of employee)

(Date)

UNIONIZED EMPLOYEES

The Employment Guidelines have been designed to provide employees with important facts about the Company, its policies, procedures, and benefits. Several groups are represented by unions and the Company has negotiated collective bargaining agreements with these unions. The terms of the collective bargaining agreements cover those groups of employees. The Employment Guidelines do not supersede or replace these collective bargaining agreements but operate in conjunction with these agreements. To the extent anything in the Employment Guidelines conflict with the collective bargaining agreements, the collective bargaining agreements control.

Attachment A

ABSENTEEISM AND TARDINESS POLICY

The Company considers good attendance a prime indication of your interest in and concern for your job. Your presence at work also is vital to the Company's ongoing operation and does not create a burden for other employees. The following no-fault policy regarding absenteeism, tardiness, failure to call in, or properly record their hours via their timecard, is designed to provide a uniform and nondiscriminatory method to encourage employees to work and record their work time when scheduled. This policy provides for progressive discipline for employees who fail to maintain an acceptable attendance record up to and including termination of employment

You are expected to be present and on time each day you are scheduled to work. If you are unable to report to work on time, regardless of the reason, YOU must personally report the nature of the absence to your direct supervisor as far in advance as possible, but in no case later than one (1) hour after your scheduled starting time. A message with your call back phone number is necessary in case your direct supervisor has questions concerning your work. In case of emergency, a supervisor may exercise discretion in applying both these standards. If necessary, the Company may require you to provide proof of a valid reason for an absence.

A. Scope of Policy.

This policy applies to all hourly and Teamster Union employees at the Company.

B. Administration of Policy.

This policy is administered on a rolling twelve (12) month period. The first month in which an incidence occurs starts the rolling twelve (12) months. After twelve (12) months, prior "old" incidences drop off. As an example, if an employee incurs an absence on January 15, 2007, it will drop off as of January 15, 2008.

Employees are required to take their unused paid time off days with all absence, excused or unexcused, unless approved by management.

This policy is in accordance with the Employment Guidelines "Personal Days" policy with regards to half-day and full-day increments paid.

C. Rewards.

Employees who actively work a full calendar quarter, and have not received any "points" (as explained in this policy) will receive your choice of ONE of the following rewards:

Period of Perfect Attendance	Reward	OR	Point Reduction
1st Quarter (Jan. – Mar.)	\$100		1 Point
2nd Quarter (Apr. – June)	\$100		1 Point
3rd Quarter (July – Sept.)	\$100		1 Point
4th Quarter (Oct. - Dec.)	\$100		1 Point

D. Excused Absences.

Absences for the following reasons will be considered excused:

- A. Absence due to adverse weather travel ban in the county where the employee resides, the county where the employer is located, or any other county through which the employee must travel
- B. Absence due to approved Employee Medical Leave, Family Leave, or New Child Leave covered under the Company's Family and Medical Leave Policy
- C. Absence due to military leave
- D. Absence due to a worker's compensation injury or illness
- E. Approved funeral leave
- F. Approved jury duty
- G. Company layoff
- H. Company shut down
- I. Disciplinary time off
- J. Early dismissal by Supervisor
- K. Extended Medical Leave as defined in the Employee Handbook
- L. Holidays
- M. Personal Leave as defined in the Employee Handbook
- N. Pre-approved time off for a court appearance with proper documentation includes time in court and allowance for travel time
- O. Pre-approved time off by Management
- P. Pre-approved personal days
- Q. Pre-approved vacations

Assigning Points

Method of assigning "points"

Employees will be assigned points for the following actions:

The following actions will be assigned ½ point:

- Not clocking in
- Not clocking out

NOTE: Employee will earn ½ point for each failure to clock in or out after a combined total of two (2) missing punches in a fiscal quarter without penalty.

- Late/Tardy for start of shift but less than 60 minutes late

The following actions will be assigned 1 point:

- Call off within 2 hours of shift start
- Late/Tardy for start of shift 60 minutes or longer
- Left before end of scheduled shift

The following action will be assigned 2 points:

- Call off after 2 hours of shift start
- Absent from entire shift without calling in (no-call/no-show)

Employees who are absent for three (3) consecutive days with “no call/no show” status will be considered to have voluntarily quit employment.

Notices will be given to employees following their 5th, 7th, and 9th points. The 9th point notice is a final warning with the 10th point resulting in termination. It is the employees’ responsibility to monitor their own attendance and may speak with Human Resources if they question their point total.

Total Points Calculation Method

Any attendance point greater than one (1) year old will be dropped from your attendance point total.

Scenarios and Results

- Your shift is scheduled to begin at 5 am; you scan in at 5:01 am.
= Assigned ½ point for the late/tardy
- You are late/tardy for the start of your scheduled shift, however, arrive less than 60 minutes late.
= Assigned ½ point for the late/tardy
- You call in 30 minutes before your shift is scheduled to begin to say that you will be late and then come into work 60 minutes or more after the scheduled shift started.
= Assigned 1 point for the tardy/late
- You call in an hour before your shift is scheduled to begin to say that due to a family emergency you cannot come to work that day.
= Assigned 1 point for the absence
- You miss 1 scheduled work day. You also never call in.
= Assigned 2 points for the one-day absence
- You have 9 points already when you forget to punch in at the start of the shift.
= Assigned ½ point for not clocking in if after 2 missed punches in the current fiscal quarter

Attachment B

COMPANY RULES

With any group of people, having reasonable rules can benefit everyone. The purpose of these rules is to correct undesirable or unacceptable conduct for the benefit of all employees, as well as the Company.

The progressive disciplinary procedure set forth in this policy describes guidelines the Company expects to follow when disciplining an employee so the company rules are applied consistently, fairly, and impartially. Full consideration will be given to the nature and cause of the violation, the seriousness of the event, the likelihood that the event will be repeated, and the attitude of the violator. These company rules do not limit the Company's ability to skip steps in the progressive discipline process if deemed appropriate.

The Company Rules are classified in three (3) categories depending on the degree of seriousness: Type A, Type B, and Type C. Except for written warnings involving workplace harassment or workplace violence, no written warning will be considered by the Company more than twelve (12) months back from the date of the most recent occurrence.

A. Infractions-Type A:

1. Failing to be ready to work at the beginning of the shift, at the end of a break period, at the end of the lunch break, or leaving the work area without a supervisor's permission. This includes stopping work or preparing to leave your work station to wash up, change clothes, or to shut down a machine for a rest period, lunch break, or quitting time. Employees with dirty jobs may wash up when needed, but they should not be idle at any time during working hours.
2. Entering or remaining in plant during hours other than regular working hours without a supervisor's permission or authorization. No off-duty employee will be allowed in the facility without a supervisor's permission or authorization.
3. Performing your job unsatisfactorily. Examples of unsatisfactory or substandard work include: wasting time; loitering; visiting during working hours; making excessive or repetitive errors; operating machines with safety guards removed; and not meeting quality and/or quantity standards.
4. Creating or contributing to unsanitary or unhealthy conditions.
5. Performing non-Company work on work-time and/or Company premises without Company authorization. This includes personal computer and cell phone usage.
6. Distributing, posting, removing, or defacing notices, signs, posters, or literature on Company bulletin boards or in other work areas without authorization.
7. Engaging or participating in horseplay or practical jokes which interfere with a fellow employee's ability to carry out assigned work duties.

8. Negligently or intentionally disregarding plant safety rules or common safety practices that do, or would likely, result in minor personal injury or property damage. Examples of such conduct would include not wearing safety glasses when required, failing to confine long hair, wearing loose clothing or jewelry, or trying to lift heavy objects manually or not following trained Company lifting techniques. Management retains discretion to determine what constitutes minor personal injury or minor property damage.
9. Failing to report injuries or accidents to your supervisor or another member of management by the end of your shift in which the incident occurs.
10. Soliciting or collecting contributions for any purpose whatsoever during working time without authorization.
11. Distributing literature, written or printed, in working areas or during working time without authorization.
12. Making telephone calls during working hours without permission. This includes using cell phones or pagers to make or receive non-work related calls during working hours.
13. Reading newspapers, magazines, etc. during work hours, or listening to radios or other music devices without authorization during working hours.
14. Failing to park in designated parking areas when space is available.
15. Failing to follow medical restrictions established by a medical doctor.
16. Failing to follow guidelines as stated in the Electronic Communications Policy. Due to the broadness of this policy, certain circumstances, some may be considered a Type B or Type C rule violation.

CORRECTIVE ACTION FOR TYPE A INFRACTIONS:	
1st Violation	Employee counseling with notation on employee's record.
2nd Violation	Written warning.
3rd Violation	Written warning and three (3) day suspension without pay.
4th Violation	Discharge.

C. Infractions-Type B:

1. Willfully refusing to obey or carry out orders of a supervisor or other management personnel, or engaging in other acts of insubordination.
2. Intentionally restricting, hindering, interfering with or limiting production, or attempting to influence others to do so.
3. Using Company equipment or property without authorization.
4. Improperly tampering with Company equipment or property.
5. Using derogatory and/or abusive language, making derogatory and/or obscene gestures, harassing or discriminating against any employee, member of management, or customer.
6. Negligently or intentionally disregarding plant safety rules or common safety practices that do, or would likely, result in major personal injury or property damage. Management retains discretion to determine what constitutes major personal injury or major property damage. Some violations may be so serious as to result in immediate discharge.
7. Sleeping during working hours.
8. Violating no-smoking policy.
9. Engaging or participating in horseplay or practical jokes which harm a fellow employee or visitor.

CORRECTIVE ACTION FOR TYPE B INFRACTIONS:	
1st Violation	Written warning and three (3) day suspension without pay.
2nd Violation	Discharge.
Note: AN ACCUMULATION OF A TOTAL OF FOUR (4) VIOLATIONS OF TYPE A AND TYPE B OFFENSES, EXCLUDING EMPLOYEE COUNSELING, IN A TWELVE (12) MONTH PERIOD OF TIME WILL BE CAUSE TO DISCHARGE AN EMPLOYEE.	

E. Infractions-Type C:

1. Provoking, instigating, or participating in a fight (other than self-defense) on Company property.
2. Intentionally using, removing, or disclosing employee lists, customer list, or confidential information of any nature without Company authorization.
3. Making defamatory and/or maliciously false statements concerning another employee, customer, the Company, or the Company's products.
4. Falsifying any record, including time cards and production records, or deliberately giving false information for any Company record.
5. Intentionally punching in or out on another employee's time card or asking or permitting your time card to be punched in or out by another employee without a supervisor's permission.
6. Engaging in gross misconduct on Company premises.
7. Willfully destroying, damaging, abusing, removing, or stealing any property owned, leased, rented, or in the custody of the Company or of its employees or others on Company premises.
8. Threatening, intimidating, or coercing any employee or member of management.
9. Defeating, disabling or bypassing a safety device.
10. Engaging or participating in horseplay or practical jokes which harm a fellow employee or visitor.
11. Possessing, distributing, selling or using alcoholic beverages, narcotics, illegal drugs or other controlled substances on Company property during work hours. The only exception is that you may bring prescription medication or over the counter medication on Company property provided it is in its original vial and is used by you as prescribed, which use does not cause any side effects that would impair you in your performance of your job.
12. Possessing firearms, ammunition, or weapons on Company property that are not placed out of sight in the employee's vehicle AND locked securely within in the employee's vehicle.

CORRECTIVE ACTION FOR TYPE C INFRACTIONS:	
1st Violation	Discharge.

Attachment C

ANTI-DISCRIMINATION AND HARASSMENT POLICY

The Company's reputation for integrity and our record of exemplary customer service depends upon cooperation, respect, and teamwork among our employees. We serve our customers best when we work together successfully. The Company is committed to providing a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses that might interfere with work performance. This policy describes the Company's expectations of professional conduct and prohibition against all forms of discrimination, harassment, and retaliation. If you have questions or concerns about this policy, Human Resources or any other member of management.

Equal Employment Opportunity Statement

The Company is an equal opportunity employer. The Company recruits, hires, promotes, retains, and bases all actions on qualifications and performance, without regard to race, color, religion, gender, national origin, age, disability, or any other characteristic protected by law.

The Company Expects Professional Conduct

It is the Company's goal to maintain an environment that is respectful for all employees. Success depends on cooperation from everyone. All employees are expected cooperate with each other and to treat each other with respect and courtesy without fail.

Definitions and Course of Action regarding Discrimination and Harassment

Discrimination, under the above mentioned description, or harassment against an employee by other employees, outside vendors, consultants, or customers will not be tolerated. Such behavior is prohibited in the workplace as well as at business-related events occurring outside the workplace.

Sexual harassment is prohibited. Employees may have varying perceptions of what type of conduct is considered sexual harassment. For purposes of this policy the following behaviors may include but are not limited to, unwanted sexual advances, requests for sexual favors; sexual jokes, comments and innuendoes; verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or offensive touching; obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; offensive voice or e-mail; and other offensive physical, verbal, or visual conduct of a sexual nature. Sexual harassment may involve conduct between individuals of the same or different genders.

Harassment on the basis of any other protected characteristics is also prohibited. Verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, disability, or any other characteristic protected by law violates this policy. Harassment may include but is not limited to the following conduct: epithets, slurs or negative stereotyping; threatening,

intimidating or hostile acts; denigrating jokes; written or electronic graphic materials that denigrates or shows hostility or aversion toward others in the workplace.

Retaliation against an individual for reporting a possible violation of this policy or for participating in an investigation of a claim of discrimination or harassment is strictly prohibited.

Violations of the Company Anti-Discrimination and Harassment Policy Should Be Reported

All employees have a responsibility to keep our work environment free of such conduct. If you find the conduct of another employee to violate this policy, the Company encourages you to first communicate directly with the individual and make it clear that the behavior is offensive or inappropriate and request that it stop. If you are not comfortable discussing the issue directly, or if you have done so and the offensive behavior continues, it is essential that you bring the problem to the attention of Human Resources so the situation may be addressed. You may report incidents of all perceived acts of discrimination, harassment, or retaliation to your Supervisor, Human Resources, or any other member of management.

Any Supervisor or Manager who receives a complaint of harassment or observes conduct which may constitute harassment must report the matter immediately to a member of Corporate Management.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately.

The Company Will Respond

All reports will be investigated promptly and with due regard for the privacy of everyone involved. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. While this policy does not establish a fixed reporting period, prompt reporting permits management to conduct a more effective investigation of the situation. Employees are expected to cooperate with management's investigation so the complaint may be accurately understood and addressed. Any employee found to have violated this policy will be subject to appropriate disciplinary action.

Attachment D

WORKPLACE VIOLENCE POLICY

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

- The possession of guns, firearms, knives, archery-type devices, stun guns, or martial arts devices on Company property including the Company parking lot must follow state law.
- The Company will not tolerate threats, harassment, and aggressive or violent behavior by employees or visitors. Threats may be real or implied. Threats can take many forms including showing of weapons, telephone calls, physical altercations, letters, e-mail, vandalism, following/stalking, face-to-face conversations, and assaults/batteries.
- All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your Supervisor or member of management. This includes threats by employees, as well as threats by vendors, customers, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.
- The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that violates these guidelines will be subject to prompt disciplinary action up to and including termination of employment.
- The Company encourages employees to bring their disputes or difference with other employees to the attention of their Supervisor or member of management before the situation escalates. The Company is willing to assist in the resolution of employee disputes.
- All suspicious individuals or activities should also be reported as soon as possible to your Supervisor or member of management. Do not place yourself in peril. If you see or hear a commotion or disturbance near you, do not try to intercede or see what is happening.

Attachment E

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

It is the policy of the Company to grant up to 12 weeks of family and/or medical leave in any rolling 12-month period (counting backwards from the date an employee uses any FMLA leave) to eligible employees for the following reasons (collectively “FMLA Leave”):

- To care for the employee’s son or daughter after the birth of that son or daughter or to care for a son or daughter placed with the employee for adoption or foster care (hereinafter referred to as “New Child Leave”); and/or
- To care for the employee’s spouse, son, daughter, or parent who has a condition defined as a “serious health condition” (hereinafter referred to as “Family Medical Leave”); and/or
- To care for the employee’s own condition defined as a “serious health condition” which renders the employee unable to perform his or her job (hereinafter referred to as “Employee Medical Leave”).
- Because of any Qualifying Exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty in the Armed Forces) (hereinafter referred to as “Qualifying Exigency Leave”).
- To care for a Covered Service member, as defined below, who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, provided that such injury or illness may render the family member unfit to perform duties of the member’s office, grade, rank, or rating (hereinafter referred to as “Service member Family Leave”). In the case of qualified Service member Family Leave, an employee may take up to twenty-six (26) weeks of leave in a single 12-month period measured forward from the first day of leave.

Eligible Employees

An employee is eligible for FMLA Leave only if the employee has been employed with the Company for at least twelve (12) months and the employee has worked at least 1,250 hours during the past twelve (12) months.

An employee is eligible for Service member Family Leave to care for a covered service member with a Serious Injury or Illness if, in addition to meeting the eligibility requirements listed above, they are the spouse, son, daughter, or next of kin of a covered service member who is needed to care for the service member.

The employee taking Service member Leave must commence the leave to care for a covered veteran within five (5) years of a veteran's active duty service, but the single 12-month period of taking Service member Leave may extend beyond the 5-year period.

Covered Service member

The term "Covered Service member" means:

- 1) A current member of the Armed Forces including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status for a serious injury or illness; or
- 2) A "covered veteran" who is undergoing medical treatment, recuperation, or therapy for serious injury or illness. A "covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five (5)-year period prior to the first date of the eligible employee taking Service member leave to care for the covered veteran.

Serious Health Condition

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider, or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Serious Injury or Illness

The term "Serious Injury or Illness" means:

- 1) for an current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- 2) in the case of a covered veteran, an injury or illness that was incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the

line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and it is: (i) a continuation of a serious injury or illness that was incurred or aggravated when a member of the Armed Forces; (ii) a physical or mental condition for which the covered veteran has received a veterans disability rating of 50% or greater; (iii) a physical or mental condition related to military service that substantially impairs the covered veteran's ability to secure a substantial gainful occupation; or (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Covered Active Duty

The term "covered active duty" means:

- 1) in the case of a member of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- 2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member of the Armed Forces to a foreign country under a call or order to active duty. State calls to active duty are not covered unless under order of the President of the United States.

Qualified Exigency

A Qualifying Exigency may include: attending certain military events, arranging for alternate childcare (or providing childcare on urgent immediate basis, enrolling in new day care, or to attend meetings at daycare for disciplinary measures), addressing certain financial and legal arrangements, attending certain counseling sessions, to spend time with the military member on short-term, temporary, Rest and Recuperation Leave, attending post-deployment reintegration briefings, and providing parental care for the parent of the military member who is incapable of self-care.

Amount of FMLA Leave

Employees are not entitled to more than a total of twelve (12) workweeks of New Child Leave, Family Medical Leave, Employee Medical Leave, and Qualifying Exigency Leave during a rolling twelve (12) month period.

Employees who are the spouse, son, daughter, or next of kin of a covered service member who are needed to care for the service member may take up to twenty-six (26) workweeks of unpaid leave per injury/illness per service member during a single twelve (12) month period. The single twelve (12)-month period is measured forward from the first day of leave for Service member Family Leave.

Qualifying Exigency Leave is leave taken to address any issue relating to short-notice deployment (i.e. notice of seven (7) or less days), can be taken for up to seven (7) calendar days

starting with the notification of impending call or order to covered active duty. The amount of leave taken for Rest and Recuperation Leave for the military member is limited to a period of fifteen (15) calendar days beginning on the date the military member commences each instance of Rest and Recuperation Leave.

Employees are not entitled to more than a total of twenty-six (26) work weeks of leave in a single 12-month period if Service member Family Leave is combined with the leaves mentioned in the prior paragraph.

If a husband and wife are both employed by the Company, they are permitted to take only a combined total of twelve (12) weeks of New Child Leave during a rolling twelve (12) month period. Likewise, if a husband and wife are both employed by the Company, they are permitted to take only a combined total of twenty-six (26) weeks of Service member Family Leave to care for a covered Service member (son or daughter) suffering from a serious injury or illness during a rolling twelve (12) month period.

Manner in Which Leave May Be Taken

New Child Leave must be taken and completed within twelve (12) months of the birth of an employee's son or daughter or within twelve (12) months of the placement of a son or daughter with the employee for adoption or foster care. New Child Leave must be taken continuously. It may not be taken on an intermittent or reduced leave basis except with express written consent of the Company.

Family Medical Leave, Employee Medical Leave, Qualifying Exigency Leave and Service member Family Leave may be taken on an intermittent or reduced leave schedule if the employee provides appropriate medical certification setting forth the need for the intermittent or reduced schedule leave. (See Medical Certification provisions below.) In the case of a Qualifying Exigency Leave related to covered active duty or call to covered active duty, eligible employees must provide a certification and/or documentation of the call to active duty. An employee who takes intermittent leave which necessitates an absence for only part of a shift, is expected to report back to work to complete the remainder of his/her scheduled shift (if applicable), unless specifically authorized by his/her supervisor prior to employee's departure.

If an employee requests intermittent leave or leave on a reduced leave schedule based upon foreseeable planned medical treatment, the Company may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, provided that such position has equal pay and benefits and can better accommodate recurring periods of leave than the regular employment position of the employee.

Request for Leave

An employee must provide the Company with sufficient information to support a determination that the leave qualifies as FMLA Leave. FMLA Leave request forms are available from the Office of Human Resources.

Requests for a leave qualifying as FMLA Leave must be made at least thirty (30) days prior to the first date of the requested leave, if practicable. An employee requesting leave as a Qualifying

Exigency Leave for active duty of a family member must provide prior notice to the Company as is reasonable and practical under the circumstances.

If the need for a leave qualifying as FMLA Leave is not foreseeable thirty (30) days in advance, an employee must request the leave as soon as the need for the leave becomes foreseeable. If an employee is unable to provide any advance warning or a leave qualifying as a FMLA Leave, the employee must notify the Office of Human Resources of his or her intent of requesting such a leave within one to two days of becoming aware of the need for leave.

If an employee does not provide information and notice in accordance with the above provisions, the absence will not be considered FMLA Leave and will be dealt with in accordance with the Company's attendance policy.

Scheduling Planned Treatment

In the event an employee needs Family Medical Leave or Employee Medical Leave for planned medical treatment of a qualifying serious health condition, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Company's operations. The employee is expected to consult with the Office of Human Resources prior to scheduling treatment in order to work out a treatment schedule which best suits the needs of the employee and the Company.

Medical Certification

Family Medical Leave, Employee Medical Leave, and Service member Family Leave must be supported by certification from a health care provider. In the case of Service member Family Leave, only specified health care providers may provide the necessary certification. Please contact the Office of Human Resources for questions regarding this type of leave. If employees are absent from work because of their own serious health condition or the serious health condition/serious injury or illness of a family member, employees must have their health care provider complete the Company's Medical Certification form, which is available from the Office of Human Resources, or its substantial equivalent. Employees should direct their health care provider to give complete answers to the information requested on the Medical Certification. This information is necessary for the Company to ascertain whether an absence qualifies as FMLA Leave.

Failure to timely provide (within 15 days of a written request for such Certification) a completely answered Medical Certification to support a medically-related absence may result in disqualification of the absence as FMLA Leave.

Verification of Certification

If the Company has reason to doubt the validity of medical certification provided by the employee, the Company may require second and third medical opinions in accordance with the FMLA. The Company shall bear the cost of such opinions. Additionally, the Company may require subsequent recertification from the employee on a reasonable basis (normally no more often than every 30 days unless changed circumstances requires more frequent re-certifications).

Exhaustion of Paid Time Off as Part of Leave

Employees are required to use any unused paid time off they may have concurrently with any FMLA leave. All such paid time off will also count as part of the twelve (12)-week (or twenty-six (26)-week if it is for qualifying Service member Family Leave) leave period available to employees. Employees do not accrue paid leave of any kind while on FMLA leave.

Pay During Leave

All FMLA Leaves are unpaid to the extent not covered by another benefit program.

Company-Sponsored Benefits

Company-sponsored health, dental, prescription drug, life and accidental death and dismemberment insurance and short- and long-term disability coverage (if applicable) will continue during any such leave if required copayments are made in a timely manner.

If an employee fails to return from FMLA Leave, the employee may be required to reimburse the Company for all group medical insurance premiums paid by the Company during the employee's leave, to the extent permitted by the FMLA.

Keeping the Company Informed

An employee must keep the Company apprised of his/her leave of absence status while on leave, including his or her intent to return to the Company at the end of the leave.

Reinstatement

When an employee returns from an FMLA Leave, the Company will restore the employee to the position he or she held when the leave commenced or to the same or equivalent position with equivalent benefits. Employees on leave shall be required to submit a fitness for duty certification in order to be reinstated.

Prohibited Acts

Providing a false reason for an FMLA leave will be considered grounds for disciplinary action up to and including termination. Employees are also prohibited from working for another employer while on a leave of absence, including FMLA.

State Law Military Leave Rights

For any military leave granted under applicable state laws, it will run concurrently with Qualified Exigency Leave under the FMLA, if applicable.