



EMPLOYEE HANDBOOK

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**OFFICE
COPY**

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IMPORTANT NOTICE

This Handbook applies to all employees employed by Mark 1 Restoration Services, Inc. (the Company). We encourage you to read it carefully.

This Handbook is a general guideline voluntarily adopted by the Company for informational purposes only. It is not intended to and does not create an express or implied contract of employment or any other contractual rights, obligations or liabilities.

Because the Handbook is not a contract, it does not contain any promises by the Company and the Company is not legally or otherwise bound by it. More specifically, the Handbook should not be considered as or relied upon by employees as establishing terms and conditions of employment.

We believe that every employee is an individual and that no general policy can, or should, dictate what must happen in every situation. Therefore, from time to time, situations or problems may arise which, the Company believes, require or deserve special handling, even though a policy stated in this Handbook may indicate a different general rule. Accordingly, just because a particular policy or procedure is generally followed in certain circumstances does not mean that the Company must apply that policy or procedure in every instance.

Your employment is at-will, you are not guaranteed employment or any particular job or type of work for any specified period of time. More specifically, because your employment is at-will, both you and the Company have the right to terminate your employment at any time and for any or no reason and with or without prior notice. While the Company may follow a disciplinary process from time to time, nothing in this Handbook or its application shall restrict the right of the Company to terminate employees at-will. "No representative of the Company has authority to enter into any agreement contrary to the foregoing 'employment at will' relationship, except the president (in writing)."

To avoid misunderstandings, it is important for us to make clear that the Company also retains the absolute right to change at-will an employee's wages and position, and to discipline, transfer, reassign and/or demote an employee, at any time, for any reason, with or without prior notice.

Please appreciate also that the Company reserves the right to interpret the policies, rules, benefits, sections and provisions contained in the Handbook as it deems appropriate in its sole discretion. The Company also reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Handbook at any time, unilaterally, with or without prior notice, in its sole discretion.

The policies, rules and benefit programs described in this Handbook are effective as of the date indicated at the bottom of each page. This Handbook, as well as its attachments and all subsequent revisions, supersede and/or replace all policies, rules and benefit-program descriptions issued previously.

No representative of the Company (other than the Company President, in writing) has the authority to enter into any agreement for employment for any specified period of time, to guarantee any particular position for any specified period of time or to make any promises with respect to compensation, promotional opportunities or any other term or condition of employment.

The Company operates in several different states. On some issues, the laws differ from state to state. In the event a specific policy or provision in this Employee Handbook conflicts with a particular state law, the policy or provision shall be interpreted and administered in accordance with the state law.

INTRODUCTORY PERIOD FOR NEW EMPLOYEES

As a new employee, your first ninety (90) days of employment is considered to be an **Introductory Period**. During this time, your supervisor will discuss with you our expectations, your responsibilities, and the Company's policies and practices. As a new employee, you are not eligible for company sponsored benefits such as paid time off and/or Insurance and Savings Benefits until after you have successfully completed your introductory period.

Before you are considered to have completed the Introductory Period successfully, you must achieve an overall satisfactory rating on the Performance Appraisal which will be conducted on or about the completion of your first ninety (90) days of employment.

It is important to remember that an employee is not guaranteed employment for the entire Introductory Period. Equally important, completion of the Introductory Period does not guarantee your employment with the Company for any period of time thereafter.

EQUAL EMPLOYMENT OPPORTUNITY

General Policy on Equal Employment Opportunity

The Company is committed to ensuring equal employment opportunity. All employment decisions, policies and practices are in accordance with applicable federal, state and local anti-discrimination laws.

The Company will not engage in or tolerate unlawful discrimination (including any form of unlawful harassment) on account of a person's sex, age, race, color, religion, creed, sexual preference or orientation, marital status, national origin, ancestry, citizenship, military status, veteran status, handicap or disability or any other protected group or status.

This Policy applies to all of the Company's employees and applicants. All such individuals are both protected under and restricted by this Policy. You are protected in terms of your right to have a working environment free from unlawful discrimination, harassment and retaliation. You are restricted in terms of your being prohibited from engaging in unlawful discrimination, harassment and retaliation.

Reasonable Accommodations

The Company will make reasonable accommodations which do not impose an undue hardship on the Company on behalf of qualified individuals with disabilities or handicaps of which the Company is aware. The Company also will make reasonable accommodations which do not impose an undue hardship on the Company with regard to an employee's religious

observances, practices and beliefs of which the Company is aware. If you need an accommodation for medical or religious reasons, please notify your Supervisor in writing.

Non Discrimination and Anti-Harassment Policy

Consistent with Mark1 Restorations policy of equal employment opportunity, harassment in the workplace based upon a person's race, color, sex, religion, marital status, national origin, ancestry, age, disability, sexual orientation or veteran status will not be tolerated concerning employees or applicants for employment.

The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, The Company expects that all relationships among persons in the workplace will be business-like and free of unlawful prejudice and harassment.

Sexual harassment will not be tolerated at any time. It may range from inappropriate sexual innuendo to coerced sexual relations. This type of harassment includes any type of conversation that can be considered as offensive to anyone.

Any employee who feels that he or she has been subject to unlawful harassment is requested to report this conduct immediately to his or her immediate supervisor. In the event such employee is uncomfortable, for any reason, with discussing such matters with his or her immediate supervisor or, in the alternative, the employee is not satisfied after bringing the matter to the attention of his/her immediate supervisor, the employee is directed to report the matter promptly to the President of Mark1 Restoration.

The company will investigate all allegations of harassment in as thorough, prompt and confidential a manner as is reasonably possible, and will take appropriate corrective action when warranted. The company will undertake all investigations with due regard to the privacy of all parties involved consistent with a thorough and appropriate investigation.

Any employee who is determined, after an investigation, to have engaged in any incident of harassment in violation of this policy will be subject to disciplinary action, up to and including termination.

Employees may raise concerns and make complaints without fear of reprisal. Retaliation in any form against an employee who exercises, in good faith, the right to make a complaint under this policy is strictly prohibited and will itself constitute a basis for appropriate disciplinary action.

Romantic or Sexual Relationship Policy

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and the Company. Any such relationship may, therefore, be contrary to the best interests of the Company.

Accordingly, the Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the President. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The company recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The President shall inform the Company's management team and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, Company's Management Team may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the President of the Company.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

Additionally Mark1 Restoration expects all employees regardless of position and work relationship to act in a professional manner at all times when on company property or company worksite. This includes the avoidance of all inappropriate behavior, including intimate personal relations.

Discrimination or Harassment Advanced by Non-Employees

The prohibitions against unlawful discrimination and harassment set forth in this Policy apply not only to employees of our Company but also to non-employees (for example, clients, customers, vendors, suppliers and contractors) with whom our employees come into contact in connection with their employment with us. Consequently, if you feel discriminated against or harassed (sexually or otherwise) by a non-employee in connection with your employment, you should use the procedure set forth below. Conversely, the prohibitions against unlawful discrimination and harassment set forth in this Policy apply to your conduct relative to non-employees with whom you do business.

EEO Complaint Procedure

If you believe that you may have been discriminated against, harassed by or retaliated against by any employee, supervisor, co-worker, agent or non-employee with regard to any term or condition of your employment in violation of our **Policy on Equal Employment Opportunity**, you should report the alleged violation immediately to your Office Manager or to the Company President, Mark Schultz, located at corporate office, phone number 856-764-9700, e-mail mschultz@mark1restoration.net. Please speak with whichever person you feel the most comfortable, whatever your reasons.

In some situations, a person may not realize that his or her behavior is unwelcome and/or offensive to you. Therefore, employees are encouraged to tell the offending party that his or her conduct is unwelcome and/or offensive and request that the conduct stop. If this informal approach proves ineffective, or if it is one with which a person feels uncomfortable, for whatever reason, please contact one of the persons named above. No employee is compelled to confront directly the individual who has made him or her uncomfortable.

All complaints will be investigated promptly, and the existence and nature of your complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or as may be necessary to take appropriate corrective measures. Further, management will neither engage in nor tolerate unlawful retaliation of any kind against an employee who makes a complaint, serves as a witness or otherwise participates in the investigatory process.

If you are not entirely satisfied with how your complaint has been handled initially by any of the persons identified above, for whatever reason, please notify **immediately, in writing**, the Company President Mark Schultz, who can be reached at the address and telephone number referenced above, so that he can look into your concerns. While we encourage you to be detailed, it is sufficient to say "I wish to appeal my EEO complaint."

Sanctions for Violations of the Company's EEO Policy

Any supervisor, employee, agent or non-employee who, after appropriate investigation, has been found to have unlawfully discriminated against, harassed or retaliated against another person, or to have engaged in inappropriate behavior inconsistent with this policy (even if not unlawful), will be subject to appropriate disciplinary and/or corrective action, up to and including termination of his or her employment or other relationship with our Company.

ABOUT YOUR JOB

Our Expectations and Your Responsibilities as Our Employee

Each of us was selected for employment with the Company because our training, prior experience, knowledge and job skills closely matched the requirements for the job each of us now holds. In accepting employment, we also acknowledged a personal responsibility for assuring that our workplace conduct, job performance and business practices "measure up" to the expectations of the Company.

While these expectations are set forth in greater detail throughout this Handbook and will be communicated to you further in the course of your employment with us, both formally and informally, in general, you are expected to:

- Conduct yourself and all of your work activities ethically and honestly;
- Approach your job responsibilities with enthusiasm, professionalism and self-confidence;
- Promote goodwill by handling all contacts with co-workers, supervisors, clients, vendors and suppliers in a spirit of respect, courtesy, cooperation and attentiveness; bullying, threatening or aggressive verbal or physical behavior will not be tolerated. Nothing in this Policy is meant to prohibit activities protected by Section 7 of the NLRA.
- Deal with all co-workers, supervisors, clients, vendors, suppliers, etc. without unlawful regard to their gender, race, color, creed, age, religion, national origin, ancestry, citizenship, sexual preference or orientation, marital status, military status, veteran's status, handicap or disability or membership in any other protected group;
- Report to work physically and mentally fit for duty (e.g., free from the influence of either drugs or alcohol);
- Report to work promptly and regularly, keeping absences, late arrivals and early departures to a minimum;
- Provide appropriate notice of an unavoidable absence or lateness in accordance with established policy;
- Perform your job responsibilities efficiently and thoroughly;
- Remain actively engaged in the performance of your job responsibilities throughout the entire work day;
- Perform your job responsibilities prudently and carefully, observing all health, safety and security rules at all times;

Protect the confidentiality of information which you acquire in the course of your employment and which is not generally accessible to the public; Nothing in this Policy is meant to prohibit activities protected by Section 7 of the NLRA.

Avoid engaging in any conduct which could create an actual or potential conflict of interest or even the appearance of a conflict of interest;

Safeguard Company and client property to prevent its damage, loss, misuse or theft;

Report to your supervisor accidents, injuries (whether your own, a co-worker's or otherwise), fire, theft or other unusual incidents immediately after occurrence or discovery;

Follow all established Company policies, rules and procedures as well as the specific instructions of your supervisor;

Refrain from using Company property, services or supplies for personal reasons, unless prior permission has been obtained;

Provide complete and honest information in connection with all pay, time, business, expense and employment records; and

Ensure that your personal appearance, oral communication and physical conduct are consistent with high standards of professionalism and propriety. Profanity or potentially offensive language should not be used during work hours. Nothing in this Policy is meant to prohibit activities protected by Section 7 of the NLRA.

Remember that you are a guest when at a customer's home or place of business and you should conduct yourself with respect and consideration toward the customer at all times.

Under no circumstances are employees permitted to use any stereo, radio, TV, ladders, tools, or other equipment belonging to a customer even if same is offered for use by the customer. No employee is permitted to take any contents from the job site.

Smoking is strictly prohibited inside a customer's home or place of business

Our continued success depends upon your performance as a skilled professional. Consequently, your attention to the needs of our customers through the skilled, efficient and accurate performance of your work assignments is one of your most important responsibilities as our employee.

As a member of our staff, you are expected to complete your assignments in a manner which displays self-confidence in your technical and professional abilities and consideration for the interests of our customers. These qualities are expressed most notably by your conduct toward others. Therefore, you are expected to perform your

work in a respectful, courteous, attentive and professional manner. Nothing in this policy should be construed to discourage or prohibit protected activity provided by the National Labor Relations Act. If you have a concern related to your work conditions you are empowered to discuss same with your supervisor, manager or the president/owners of the company.

Dress Code and Hygiene

It is imperative to maintain a professional demeanor and present a professional appearance at all times:

1. Clothes should be clean, fit properly and appropriate for the workplace.
2. Employees should avoid extremes in attire and any offensive or derogatory clothing.
3. Shirts must be worn on the job and remain tucked.
4. Appropriate footwear is required; work boots (not work shoes) are required on most jobs.
5. Uniforms must be worn as required.
6. Employees must present a “clean-cut” appearance. Daily shaving is required. Beards and mustaches must be neat and trimmed. Hands and fingernails must be clean when employees report to work.
7. Jewelry is not permitted on the job for safety reasons. Wedding rings are permitted except when not allowed by the customer.
8. Proper attention to daily personal hygiene is expected.
9. Tattoos that may make others uncomfortable should be covered.

As a working adult, the application of these common sense rules should be easy to follow.

Confidentiality

In the course of performing your duties on behalf of the Company, you will, from time to time, be placed in a position of trust and confidence in which you receive or contribute to the creation of confidential and/or proprietary information relative to the operations of the Company as well as client matters. This **confidential and/or proprietary information** includes, but is not limited to:

Business, marketing, legal and accounting methods, policies, plans, procedures, strategies and techniques; Information concerning the Company's earnings, production volumes and methods for doing business; The names, addresses and telephone numbers of the Company's employees with the exception of purposes covered by Section 7 of the NLRA, vendors, and suppliers; Client lists and the names, addresses and telephone numbers of the client and prospective client; Pricing, credit and financial information; Client documents and files, including privileged and confidential communications of any kind; and Any and all other data or information relating to the operations and business of the Company which is not known generally by and readily accessible to the public.

During your employment: You must protect this confidential and/or proprietary information and use and/or disclose such information only as necessary to further the Company's business interests and the interests of the Company's clients; and You may not use or disclose such confidential and/or proprietary information for personal gain or for

any purpose which does not further and/or which is inconsistent with ethical and legal responsibilities to the Company's clients and/or the business interests of the Company;

Upon your separation from the Company, regardless of the reason and whether initiated by the Company or you: You must return to the Company, retaining no copies, any and all files, records, correspondence, documents, electronic diskettes, computer compact discs, computer and electronic-mail printouts, drawings, specifications, writings and similar items, retaining no copies, which relate to or reflect the Company's business operations, clients, prospective clients, employees, suppliers, vendors, etc., regardless of where such items were kept or prepared. You may not use and/or disclose the Company's confidential and/or proprietary information at any time, at any place, for any reason.

An employee who violates the Policy will be subject to appropriate disciplinary action, up to and including immediate discharge. Nothing in this Policy is intended to prohibit activities protected by Section 7 of the NLRA.

Attendance

Your **regular and prompt attendance** on each scheduled work day is **essential** if we are to achieve our business goals and to serve our customers efficiently. Frequent incidents of unscheduled absence and/or reporting late and/or leaving before the end of the scheduled shift prevent all of us from serving our customers efficiently, impose additional burdens on co-workers and prevent us from meeting our business objectives.

Your record of attendance and punctuality is maintained by your Supervisor and is reviewed carefully on a routine basis. Substandard attendance (absences, leaving early and/or arriving late) will result in appropriate disciplinary action, up to and including termination of your employment with us.

Personnel Records and Changes in Personal Information

Your Personnel Record contains information relative to your employment with the Company, such as changes in earnings and job positions, your participation in job-related training and written appraisals of your job performance.

Because it is **essential** that the information contained within your Personnel Record be kept **up to date**, you are required to notify, in writing, the Company's Office Manager when any of the following events occurs:

Change in your legal name

Change of address or telephone number

Change in your social security number

Change in your marital status/dependents (only if relevant to your participation in Company-sponsored insurance benefits)

Change in the number of exemptions claimed for income-tax withholding purposes

Change of designated individual to be notified in case of emergency

Upon request, you may be eligible to inspect certain contents in your Personnel Record. If you wish to make such an inspection, you must make a written request addressed to the Human Resources Director. At that time, you will be informed of the procedure and conditions governing Personnel Record Inspections.

Use of the Company's Communications Systems, Business Equipment and Supplies

All Company Equipment, such as telephone and fax, copiers, supplies are intended for business purposes. Use of these systems for personal purposes should be kept to a minimum.

Similarly, the Company's photocopy machines and other equipment and supplies are intended for business purposes. Use of Company property and equipment for personal purposes should be kept to a minimum and during non-working time only.

E-Mail Communications

E-Mail is designed for business purposes and your Company E-Mail account should not be used as your personal e-mail account. However, we recognize that some personal use of Company E-Mail may occur. These non-business uses should be kept to a minimum and not interfere with business activities.

In addition, employees should limit the use of their personal e-mail accounts during working hours. If you wish to check your personal e-mail account, you should do so before or after working hours or during your lunch break.

Please keep in mind that our Policy on Equal Employment Opportunity applies to E-Mail communications. In particular, you should neither send nor forward any jokes which are sexual or suggestive or which stereotype, disparage or otherwise make fun of any protected group, for example, any race, religion, ethnic group, gender, sexual orientation, age or disability.

Because the E-Mail system (whether accessed on-site or remotely) is the property of the Company with respect to which you have no expectation of privacy, the Company reserves the right to monitor, access, search, block, copy, review and disclose messages created, sent, received or stored on E-Mail (including both an employee's Company E-Mail account as well as personal e-mail account accessed through the Company's internet access or other computer or network system). By using the Company's E-Mail system (or by accessing your personal e-mail account through the Company's internet access or other computer or network system) either on-site or remotely, you consent to the Company's monitoring, accessing, searching, blocking, copying, reviewing and disclosing messages you create, send, receive, or store on the Company's E-Mail system or your personal e-mail account, both real time and after the fact.

Internet Use Policy Statement

1. Permitted Purposes

Generally speaking, employees may access the Internet through the Company network or using Company-provided equipment for the purpose of conducting business for the Company. However, the Company's network and/or equipment may be used for non-business purposes if such non-business use is kept to a minimum, is accessed only before or after working hours or

during an employee's lunch break, and so long as such non-business use does not interfere in any way with business activities or otherwise violate this Policy. However, irrespective of when it occurs, the non-business use cannot be for political, romantic or for-profit or other commercial purposes that are not protected by Section 7 of the NLRA. Abuse of these privileges would result in disciplinary actions in accordance with company policy.

2. Authorized Company Activities

Since all Internet transactions conducted from the Company network could be perceived as authorized Company activities, employees must follow all applicable laws, regulations and policies when accessing the Internet.

3. Publishing on Behalf of Company

Employees placing information on the Internet are, in effect, publishing such information on Company's behalf. Accordingly, employees must observe all existing standards, policies and regulations regarding materials published on Company's behalf.

4. Copying

Employees shall refrain from illegally copying protected works or making available copies of such works. Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents and software.

5. Prohibited Uses

Employees are prohibited from sending or posting messages that contain abusive or objectionable language, that defame or libel others, or that infringe the privacy rights of others. Nothing in this policy should be construed to discourage or prohibit protected activity provided by the National Labor Relations Act.

Employees shall not view, download, copy, send, post or access information that is illegal, obscene or otherwise inconsistent with the Company's non-discrimination and non-harassment policies (e.g., sexual images, sexist comments, racist messages, ethnic slurs, religious slurs).

6. Monitoring and Ownership

All employees have no right to privacy with respect to Internet searches and communications involving the Company's Internet server, and consent to the Company's monitoring, accessing, searching, blocking, copying, reviewing and disclosing of their Internet searches and communications (whether accessed on-site or remote), both in real time and after the fact.

It is important for employees to remember that all works of authorship in any form which are created for the Company and/or using the Company's information technology, regardless of when or where the works of authorship are created, are owned solely by the Company, including, but not limited to, all intellectual property rights therein.

7. Company Network Security

Employees shall access the Internet in a manner which does not compromise the security and integrity of the Company network such as allowing intruders or viruses into the Company network. Employees wishing to download any document, file or software from non-Company sources must observe all company policies and procedures for virus checking and system security contained in this Employee Handbook or otherwise communicated to employees.

An employee who violates the Policy will be subject to appropriate disciplinary action, up to and including immediate discharge.

Computer Policy

The Company's computer system is for business purposes only. Non-business use that is political, romantic, for-profit, discriminatory, harassing, offensive, or that could reflect negatively on the Company in its sole discretion is strictly prohibited. Usage is monitored and all systems are subject to search by the Company. You have no expectation of privacy regarding information which you create, access or store. Nothing in this policy should be construed to discourage or prohibit protected activity provided by the National Labor Relations Act.

Licensing agreements and other legal restrictions and requirements apply to the use of computers (including laptops), software programs and network services.

To ensure legal compliance and to avoid the inadvertent creation of technological problems, an employee must obtain prior approval from the Company President or Office Manager before he or she:

Copies Company-provided software programs (even if from one Company computer to another or to a storage device such as a USB flash drive).

Installs or loads on or downloads or removes from a Company computer or from any network service any software programs or other electronic content (including, but not limited to, games, screen savers, digital photographs or video, anti-virus software and shareware or freeware).

Installs Company-provided software programs on a home or other non-Company computer system.

Runs any maintenance or diagnostic software programs, such as Scandisk.

Installs new hardware on Company computer or attempts to service Company computer or any other computer peripherals.

Upgrades, enhances or attempts to alter or reverse engineer any software program.

An employee who engages in any of the activities set forth above without the prior approval required by this Policy, or who violates the guidelines provided by the Company President where approval has been granted, will be subject to appropriate disciplinary action, up to and including discharge.

Passwords are provided to all employees who have access to the Company's computers. An employee may neither use another employee's password nor permit another employee or non-employee to use his or her password to access the Company's computer systems.

Because the Company's computer system and storage devices (including diskettes, tapes, CDs, USB flash drives, etc) are the sole property of the Company with respect to which you have no expectation of privacy, they and any information which you create, access or store on them (whether accessed on site or remotely) are subject to search, both in real time and after the fact, by the Company at any time in its sole discretion. Similarly, any Company-provided software program authorized for use by an employee on his or her home computer system or elsewhere subjects any such computer system (with respect to which you have no expectation of privacy) to search, both in real time and after the fact, by the Company at any time in its sole discretion.

Anyone who violates the computer usage policy is subject to disciplinary action up to and including termination.

Downloading Client Information

All documents, data and other information concerning the Company's clients is confidential and employees are expected to maintain the confidentiality of that information. Employees may not copy, download or otherwise assess any documents, data or other information concerning a client, a client's matter or any Company business which is stored in electronic files or on the Company's computer system, for any purpose other than solely in connection with work being performed on behalf of the Company.

Cell Phone Policy

The only thing more important than client/customer service is safety. Accordingly, while operating a motor vehicle, employees should only use cell phones in circumstances in which such use would not interfere with their ability to drive safely and in accordance with all applicable laws.

A hands-free cell phone should be used any time the vehicle is in motion. A cell phone will be considered hands-free if it can be used without the driver holding it with either hand, for example, it is attached to the car, or it is connected to a headset worn by the driver without holding the phone. ***Never Text and Drive.***

While employees are not prohibiting from using cell phones in the workplace, employees should make sure that such use does not interfere with their work or the work of others. Personal calls and personal use of company cell phones should be kept to a minimum. A company cell phone should not be used as a primary personal phone. In addition, the cell phone should be programmed so that notification of in-coming calls is through a vibrate feature only and cell phone ringers should be turned off.

These safety and courtesy rules apply to company and personal devices. The employer may asked to see personal device used during working hours, or in communication with employer, fellow employees to confirm events or usages during an complaint inquiry or post-accident investigation, your cooperation during an inquiry or investigation is expected.

For security of our staff and property as well as job management, Mark1 cell phones have GPS tracking capabilities. GPS or other means of locating employees will be used only when there is a legitimate need to know the employee's location. ***If you are to be issued a cell phone as part of your position here at Mark1 you will receive additional instructions on its use, care and expectations. Employees who are issued cell phones will be required to sign a cell phone use and policy agreement form.***

Use of Company Vehicles

If your work assignment includes the operation of a Company vehicle, you must have at all times a valid operator's (driver's) license. A copy of your license must be given to your Office Manager at the time your employment with the Company begins and upon each renewal of your license.

Employees must obey all speed, parking and traffic regulations. Fines imposed as a result of traffic violations will be paid entirely by the employee responsible for the violation.

You may not operate any Company vehicle whenever your ability to drive safely may be impaired or diminished for any reason (for example, you are taking medication which may have the effect of reducing your alertness and/or retarding your reflex response). Further, your operation of any Company vehicle while you are under the influence of alcohol or illegal drugs is cause for immediate discharge. Smoking is discouraged in Company vehicles and should only be done safely and with consideration toward passengers inside the vehicle.

Pool Vehicles – A Pool Vehicle is any company vehicle that is available for you to use for business purposes but is normally stored at an office or job site location when not in use. You are responsible for reporting to your supervisor any mechanical or safety problems you experience with all Company vehicles as soon as you become aware of these problems. Personal use of Pool Vehicles is strictly prohibited unless you have the specific permission of your direct supervisor for a limited and necessary purpose.

Assigned Vehicles – An Assigned Vehicle is any Company vehicle that is available for you to use primarily for business purposes but that is normally in your care, custody, and control when not in use. You are responsible for assuring that all routine maintenance and necessary repairs relating to mechanical or safety problems are repaired promptly. Personal use of an Assigned Vehicle is permitted but you are responsible for keeping records of all personal use and for paying for all fuel related to your personal use of an Assigned Vehicle.

If you operate a Company vehicle and your operator's license is suspended or revoked, you must advise your supervisor immediately. Your failure to notify your supervisor of an occurrence of this nature and/or your operating a Company vehicle without a valid operator's license is cause for immediate discharge.

Purchases on Company Charge Cards and Accounts

All purchases must be authorized by your immediate supervisor prior to any charge. Each purchase must have the proper customer/job name, purchase order number, city of the job, and person authorizing the purchase. This receipt must be turned in with your time card each week.

An unauthorized purchase by an employee will be repaid immediately through payroll deduction and is also grounds for dismissal.

Personal Property

The Company does not assume any responsibility for any personal property brought onto our premises or left at a job site or in a Company vehicle.

Searches

To protect our employees and our business, the Company reserves the right to search at any time any person or property on Company premises, including, but not limited to, an employee's:

- Work area or office
- Desk, cabinets or locker, even if locked
- Personal possessions, packages, belongings, files etc.

The Company also reserves the right, both in real time and after the fact, to monitor, access, search, block, copy, review and disclose at any time messages or documents created, sent, stored or received on, as well as any websites visited on, in each case whether accessed on site or remotely, any the Company's communication systems, including, but not limited to:

- Telephone system
- Fax machines
- Computer software and hardware (including laptops)
- E-mail system
- Voice mail system
- Internet Server
- Portable devices, such as PDAs, iPhones, Blackberrys, as well as you own personal device used during company hours, etc.

By using the Company's communication systems (with respect to which you have no expectation of privacy), employees consent to the Company's monitoring, accessing, searching, blocking, copying, reviewing and disclosing, both real time and after the fact, any documents or messages which they create, send, store or receive on, as well as websites visited on, in each case whether on site or remotely, the Company's communications systems.

Failure to submit to a search as required by this Policy is cause for an employee's immediate discharge.

For purposes of this Policy, the term "Company premises" includes the facilities, parking area, surrounding grounds and motor vehicles owned or leased by the Company and all job sites.

Parking

Parking for our employees and for all who have business with the Company is available on lots adjacent to our office. Please remember to be courteous and cautious while driving onto and off of our premises. Reserved parking for handicapped persons is designated clearly.

Tool Policy

The Company will provide tools for our cleaning and water technicians. The tools provided are the property of the Company. The employee will be given an inventory of tools in his/her bag including a list of the replacement cost of each tool. Employees must reimburse the Company for the replacement cost of any tools in their care, custody, or control that are lost or misplaced and/or for any tools that are not returned to the Company upon termination of employment. The cost of replacement tools, if any, will be deducted from the employee's final pay check after termination. You are required to use Personal Protective Equipment at all times when hazards are present

Material and Supplies Policy

Materials and supplies to complete a job are company property. As such all company property should be returned to the warehouse upon completion of the job. Occasionally extra material is purchased to cover estimation, unavoidable waste and/or to insure efficient job completion. Employees are expected to be able to account for materials and supplies assigned to the job, and use materials and supplies wisely to complete the job on time and on budget. Wasting of material and supplies either during the job, or when the job is complete (i.e., throwing out useable materials, not returning useable material to the warehouse) will result in disciplinary action. Employees should not use Company property or supplies for personal reasons. This is considered stealing company property and could be grounds for immediate termination.

IICRC Classes

At the sole discretion of the Company, certain employees may be enrolled in IICRC and related classes. Enrollment is at the sole discretion of the Company based on the needs of the Company. The Company agrees to pay for classes that it enrolls you in upon the condition that the employee agrees to reimburse the Company for the cost of the enrollment and related expenses if employment is terminated for any reason prior to the employee's one year anniversary and/or if the employee does not pass tests related to the class. The cost of reimbursement, if any, will be deducted from the employee's final pay check after termination or from the pay check following notice of failing a test related to the class if termination has not occurred.

Social Media Policy

The Company respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. This policy is not meant and should not be taken in a way to hinder employee's rights of free speech or protections under the National Labor Relations Act. However, to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the company and also expresses either a political opinion or an opinion regarding the Firm's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the company's position. This is necessary to preserve the company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Firm policies apply equally to employee social media usage.

The company encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

HEALTH AND SAFETY

Our Responsibilities

One of our most important responsibilities as an employer is to provide all of our employees with a safe and healthful working environment which is free from unsafe conditions and exposures to harmful substances. The Company takes this responsibility **very seriously!**

Our ability to fulfill this responsibility successfully depends not only upon our establishment and enforcement of appropriate policies and standards for workplace safety but also upon **your willingness** to assist actively in the prevention and reporting of hazardous conditions and circumstances which may cause injury and/or illness to yourself, our visitors and other employees. **Safety is everyone's job!**

Good housekeeping is especially important from a safety standpoint. You are responsible for maintaining your equipment, furnishings and immediate work area in a clean, orderly and uncluttered fashion. Further, each of us shares in the obligation to keep common areas (for example, the cafeteria, rest rooms, hallways and storage areas) neat, clean and free from safety hazards.

Workplace Violence

Obviously, we cannot eliminate the possibility of workplace violence. However, with your help, we can minimize the possibility that it will happen here.

The Company has a number of prohibitions which are designed to minimize our exposure to workplace violence. More specifically, the following behaviors are absolutely prohibited:

Threatening to harm any employee or non-employee with whom we do business. Prohibited threats can be written or oral, expressed or implied. The fact that a threatening comment may have been made "in jest" is of no defense. Nothing in this Policy is intended to prohibit activities protected by Section 7 of the NLRA.

Threatening to cause damage to the Company's property or the property of any employee or non-employee with whom we do business. Again, the fact that a threatening comment may have been made in jest is of no defense. Nothing in this policy should be construed to discourage or prohibit protected activity provided by the National Labor Relations Act. If you have a concern related to your work conditions you are empowered to discuss same with your supervisor, manager or the president/owners of the company.

Possessing or concealing a weapon while on Company premises or anywhere else while doing business for the Company. For purposes of this prohibition, a weapon is defined to include guns, rifles, firearms, knives, explosives, bombs and any and all other tools or instruments capable of inflicting harm to persons or property. Company premises includes the

buildings, parking lots, surrounding grounds and motor vehicles owned or leased by the Company. In the case of guns, rifles and other firearms, it is irrelevant that the person has a license or that the gun, rifle or firearm has no ammunition in it.

Physically assaulting, attacking or otherwise intentionally causing injury to any person with whom you interact in connection with your employment with the Company. The only narrow exception to this rule is an employee may use physical force in self defense under circumstances in which the employee cannot withdraw safely from the situation without the use of physical force.

Intentionally causing damage to property belonging to the Company or any employee or non-employee with whom we do business.

The prohibitions set forth above apply to actions directed not only at employees and non-employees with whom we do business but also at persons associated with them (e.g., threats against an employee's spouse).

Any employee who violates any of the prohibitions set forth above will be subject to immediate discharge.

Exempt (salary) and non-exempt (hourly) employees who violate this policy also may be suspended without pay. Exempt (salary) employees will be suspended in full day increments only.

An employee who violates this policy also may be subject to criminal prosecution.

The prohibitions set forth above also apply to non-employees who do business with our Company. A non-employee who violates any of these prohibitions while on Company premises and/or while doing business with us will be precluded from doing any additional work for our Company and may be subject to criminal prosecution.

Nothing in this policy should be construed to discourage or prohibit protected activity provided by the National Labor Relations Act. If you have a concern related to your work conditions you are empowered to discuss same with your supervisor, manager or the president/owners of the company.

We encourage you to speak with your Supervisor immediately in any of the following situations.

You feel that you are being intimidated, threatened or harassed, verbally or physically, by a co-worker or anyone else with whom you do business;

You have been intimidated, threatened or harassed, verbally or physically, by a non-employee independent of your employment relationship with us but feel that he or she may look for you at our workplace;

You become aware of the existence of an individual on or near Company premises under circumstances in which you believe that he or she may not have an appropriate business purpose for being here;

You become aware of any other action, situation or occurrence which you believe may threaten your personal safety or the well-being of those around you;
or

You have any ideas as to how we can make our workplace safer.

We need your eyes and ears to help alert us to potential problems. Ensuring workplace security is a responsibility we all share.

A few additional thoughts on workplace security:

You are responsible for properly securing your personal valuables at work. Do not leave them in plain view, since the Company is not responsible for personal items you bring on our premises.

Do not challenge or confront a hostile or angry person. Attempt to defuse the situation only if it can be done safely. If not, remove yourself from the situation, alert others and, if necessary, call the police for assistance.

If you work at night, please park your motor vehicle as close to the building as possible. If you cannot get a space close to the building when you park earlier in the day, please move your car before sunset.

Substance Abuse Policy

Our ability to maintain a safe workplace and to promote high standards of employee health is directly dependent upon the establishment and maintenance of a workplace that is free from the adverse effects of drug use and alcohol abuse.

As an employee of the Company, you are required represent the Company well and to be fit-for-duty at all times during work hours whether you are on the Company premises, at a job site, or elsewhere. The term "Work Day" includes, in addition to actual working time, meal and other breaks if you return to work after such breaks, regardless of whether you are on the premises of the Company during such time and regardless of whether you are paid for such time. The term "Company premises" includes the buildings, parking area, surrounding grounds and motor vehicles owned or leased by the Company.

You are not fit-for-duty if, during work hours or while on Company premises, or at a job site, you are under the influence of illegal drugs or alcohol or an impermissible level of alcohol or drugs is in your system. An employee who is unfit-for-duty will be subject to immediate discharge. The Company reserves the right to determine fitness-for-duty by drugs and/or alcohol tests where there is reason to believe the employee is unfit-for-duty. An employee will be subject to immediate discharge if he or she fails to submit to third party testing on the day and time requested. An employee also will be subject to immediate discharge if he or she provides an adulterated, substituted or otherwise tampered specimen.

Using, possessing, manufacturing, selling, distributing or dispensing illegal drugs while on Company premises or during work hours is also strictly forbidden and is cause for an employee's immediate discharge. Involvement with illegal drugs off premises or outside of work hours also may result in appropriate disciplinary action, up to and including discharge, where such involvement may have an adverse effect on the Company's reputation and/or the operations.

See Appendix I for the complete Drug Free Workplace Policy.

Fire Safety

During orientation, you will receive information with regard to fire safety in general and the location of our fire alarms in particular. In the event of a fire, activate the nearest fire alarm, notify management and then leave the building.

Smoking Regulations

Smoking is prohibited in all Company buildings, at all job sites, and is discouraged in all Company vehicles. Smoking is permitted only outside of the Company's buildings and job sites provided that no cigarette butts are left behind.

Smoking by non-exempt (hourly) employees is permitted only during rest breaks (limited to one in the morning and one in the afternoon, as scheduled by your supervisor) and meal breaks. To ensure consistency, exempt (salary) employees may take no more than two smoke breaks per day (in addition to during their meal).

First Aid and Health-Safety Measures

First-Aid supplies (topical antiseptic, bandages, tape, disinfectants, etc.) are maintained at each location. The Company also has at each location universal precautions (i.e., latex gloves and sodium hypochlorite) to be used in cleaning up a blood spill caused by an accident (to prevent the spread of blood borne pathogens). Your supervisor will acquaint you with the location and contents of these safety kits.

Reporting Unsafe Conditions and/or Threats to Security

You should notify your supervisor immediately in the event you become aware of any out-of-the-ordinary situations or occurrences which may threaten the personal safety or well-being of yourself or those around you or compromise the security of our premises or property.

Reporting On-The-Job Accidents and Work-Related Illnesses

If you have an accident or injure yourself in the course of your work, no matter how minor, it is essential that this be reported to your supervisor immediately. This is necessary to ensure that you receive the appropriate level of medical care as soon as possible. It is also necessary to allow the Company to complete and forward the proper forms and reports to governmental agencies and to the Company's Workers' Compensation carrier as required by law.

REMEMBER: Any work-related injury must be immediately reported to your supervisor.

If indicated, the injured employee is then required to be evaluated by the Company's medical review panel. If any treatment and/or medical care is required as a result of the injury, it must be administered by workers' comp panel of providers for a minimum of 90 days. Violation of this may result in loss of coverage and/or evaluation of fraudulence by the Company's insurance carrier.

Workers' Compensation

All employees are covered by the Company's Workers' Compensation insurance policy from the moment employment with the Company begins. This coverage provides medical treatment for you in the event you are injured or become ill as a result of your job duties and also provides for income-continuation should job-related injuries or illnesses prevent you from reporting for work.

The Company carries the required limits of workman's compensation insurance to protect its valued employees in the event that an injury occurs while an employee is on the job. The Company seeks to vigilantly protect its employees, but it will exercise every right to protect itself against fraud and deceit.

If a job-related injury or illness prevents you from reporting for work for a period of more than five (5) scheduled calendar days, you must request a **Leave of Absence** as outlined in this Employee Handbook. **If eligible, FMLA leave will be assigned and run concurrently with your time away from work. If you are not eligible for FMLA your time away from work would fall under the Personal Leave of Absence Policy.**

REMEMBER: Any work-related injury must be immediately reported to your supervisor.

YOUR COMPENSATION AND HOURS OF WORK

Employment Classifications

Upon hire, your employment will be assigned a specific classification. Classification are defined as follows:

Exempt (salary) Employees: These employees are exempt from overtime under federal and state law. These employees, include, but are not limited to, professional, executive and administrative employees as defined by federal and state law.

Non-exempt (hourly) Employees: These employees are not exempt from overtime under federal and/or state law. These employees are eligible for overtime under federal and/or state law.

Your employment will be further defined as Full-Time (40 hours per week), Part-Time (less than 40 hours per week) or Temporary (variable non-recurring hours). Part-Time employees and Temporary employees generally are not eligible for non-statutory benefits, except as specifically provided herein.

Working Hours

A regular work week for **Non-exempt (hourly)** employees normally consists of 40 hours of work scheduled over five (5) work days (Monday through Friday) within a seven (7) day work week. Your immediate supervisor will arrange your assigned work schedule.

Regular business hours are from 7:30 a.m. to 5:00 p.m. However, Mark 1 Restoration Service, Inc. is a 24 hour service provider. Therefore, it is a job requirement to perform services outside of normal business hours as needed. It is important to remember that the nature of our business and the structure of certain jobs often make it impossible to operate on a completely-regular schedule. Consequently, you may be required as part of your job to work on Saturdays and/or Sundays, to have different starting times from week to week or day to day, or to be assigned irregular work hours or work weeks.

Recording Time Worked

If your job is classified as **Non-exempt (hourly)**, you are paid a specific rate for all time actually worked in a work day. Consequently, to comply with all applicable laws and regulations and to ensure the accuracy of our payroll, **all Non-exempt (hourly) employees** are required to record the time they start work and the time they end their assigned duties on their time cards. **Non-exempt (hourly) employees** also must record when they begin and when they end their Meal Break. Generally, **Non-exempt (hourly) employees** are not paid for time spent commuting to and from their home and job sites or their home and Company office locations. Generally, **Non-exempt (hourly) employees** are paid for time spent commuting to and from a Company office location and a job site or between job sites in during work hours. See Time Sheet Procedures for detailed instructions.

If your job is classified as **Exempt (salary)**, your pay does not depend on the number of hours you work per day and/or per week. Rather, exempt (salary) employees receive a fixed salary each week without regard to the number of hours they work, subject only to those deductions specifically authorized by law consistent with their exempt (salary) status. However, for administrative, benefit and other purposes, exempt (salary) employees can be required to sign in at the beginning of each day and to sign out at the end of each day.

In addition, for billing and related business purposes, certain employees will be required to record the time they spend working on particular projects.

Leaving the Premises or Job Site During Work Hours

If you are a **Non-exempt (hourly) employee** and find it necessary to be away from the Company's premises or the job site during work hours, you must first request permission from your supervisor. If you are **Exempt (salary) employee**, you do not need permission to leave the Company premises, but you must leave a telephone number as to where you can be reached at all times in the event of an emergency.

Pay Period, Payroll Procedures and Payroll Deductions

The Company is on a bi-weekly pay period. Each pay period begins at 12:01 a.m. on the Sunday following pay day and continues through the next fourteen (14) consecutive days, ending at 12:00 midnight on Saturday. You will receive your paycheck every other Thursday.

You will receive your personal statement of earnings and deductions with each payroll check. This statement describes all deductions taken during the pay period including taxes and any voluntary deductions (e.g., contributions toward group health premiums or the Company's Savings and Investment Plan) authorized by you.

In the event a pay day falls on a Holiday, paychecks will be distributed the day before the regular pay day when possible.

Generally, a paycheck will be given only to the employee to whom it belongs. In special circumstances, with prior approval from the Office Manager, you may authorize the Company to give your paycheck to someone other than you.

Your pay is your personal business, and generally only those in management with a "need to know" have knowledge of your pay level. If you have questions regarding your pay, please speak with the Company President.

Deductions from Exempt (salary) Employees' Pay

If your job is classified as exempt (salary), your pay does not depend on the number of hours you work per day and/or per week. Rather, exempt (salary) employees receive a fixed salary each work week without regard to (i) the number of hours they work or (ii) the quantity or quality of their work, subject only to those deductions specifically authorized by the FLSA as consistent with their exempt (salary) status.

Under the FLSA, exempt (salary) employees are not entitled to payment for any work week in which they perform no work for the Company. In addition, the salary of an exempt (salary) employee may be prorated in their first and last weeks of employment.

If you are an exempt (salary) employee paid on a salaried basis, your pay is subject only to certain deductions as permitted by the FLSA regulations. No deductions will be taken from an exempt (salary) employee's pay inconsistent with the exempt (salary) employee's salaried status. Moreover, no policy or statement in our Employee Handbook or any other Company policy or procedure shall be construed as permitting or authorizing an exempt (salary) employee's pay to be subject to deductions inconsistent with the exempt (salary) employee's salaried status.

If you believe your salary has been subject to an impermissible deduction inconsistent with the FLSA's salaried basis requirement, or if you have any other concerns about your pay, please contact your Supervisor. The Company will conduct an immediate investigation of your concerns, disclosing them only to those who have a need to know in order to investigate and/or to take corrective action. If an improper deduction has been taken from your pay, you will be reimbursed for the improper deduction in the next possible paycheck. We also will ensure that, in the future, no similar deductions are taken from your pay or the pay of other exempt (salary) employees. Regardless of whether an improper deduction was taken from your pay, we also will ensure that there is no retaliation against you for bringing your concerns to our attention.

Inclement Weather

Employee safety is a primary concern and employees should not take undue risks during inclement weather such as heavy snow. Employees must be at the office or at a job site to be paid. There is no working from home. If necessary as a matter of safety, half days in the morning or afternoon can be taken as vacation days or personal days in order to avoid commuting during heavy snow. Office Managers and/or Job Supervisors will notify employees of work cancellations with enough advance notice to avoid commuting during inclement weather such as heavy snow. If you have not received a call and are unable to safely commute due to inclement weather such as heavy snow on a work day, the Office Managers and/or Job Supervisors must be notified of your plans and your schedule. If an employee arrives at an office location to discover that work at the job site has been cancelled, the employee may be required to work in the office. Non-exempt (hourly) employees will be paid only for the time they are at the job site or at the office working.

Reporting In

If you expect to be **late** for work or are **unable to report** to work because of illness or other unavoidable cause, you personally must telephone your Supervisor before 8:00 a.m. on the day you are scheduled to work. It is not sufficient to leave a voice mail message or a message with the receptionist or a co-worker.

If you are going to be **late** for work, it is necessary to provide a **reason** for and the **expected length of your delay**.

For information concerning reporting absences occurring on consecutive days, please review the Company's PTO Day policy in this Handbook

When arranging for time off or calling out, you will be asked to identify the category reason you will not be able to report as scheduled. (personal illness; caregiver absence for immediate family; other; paid time off)

Your absence from work for a period of two (2) consecutively-scheduled work days **without reporting in** constitutes an abandonment of your employment with us and is considered to be your voluntary resignation from our employ.

Meal and Rest Periods

Meal Periods for **Non-exempt (hourly)** employees are a normally thirty (30) minutes in length and are **unpaid**. To prevent interruptions in the work flow, your immediate supervisor may schedule your **Meal Period**.

We encourage you to take your Meal Period away from your work area (e.g., in our kitchen or off-site).

If you are a Non-exempt (hourly) employee and **are required** to work during your Meal Period, you will be paid for such time. -

Overtime

Every attempt is made to accomplish all necessary work without requiring Overtime from our employees. However, when Overtime is necessary to meet corporate commitments, your Supervisor will try to provide you with as much notice as possible.

However, there may be times when it may be necessary to require you to work Overtime on little or no notice (e.g., to address a customer emergency). The Company will make an effort to ensure that these occasions are as few as possible. It is also expected that you will do whatever you can to arrange your personal affairs to comply when these situations occur since we need your cooperation to serve our customers effectively. Working another job is never a valid justification for not working Overtime as required.

Overtime is permitted only as authorized and approved in advance by your supervisor or manager.

Overtime payments are made for all time **actually worked** by you in excess of forty (40) hours in a seven (7) day work week. For the purpose of computing Overtime, time paid for scheduled office holidays, paid vacation days, and paid sick days will be NOT BE included as "hours worked"; Exempt (salary) employees are not eligible for Overtime payments.

On Call Policy

As a fire smoke and water restoration company, it is imperative that we respond quickly and efficiently when called upon to assist a homeowner during an emergency. To insure organized and timely response Mark1 has an emergency service on-call schedule. The Week's on-call schedule runs from Friday 5 PM to the following Friday 5 PM requiring you to be available after hours to respond to an emergency service call.

You are responsible to know when you are on call. Check with your supervisor if you are unsure of the on-call schedule. An on-call employee is expected to be available for work outside his/her normal working hours. However you will not be subject to restrictions which would prevent the employee from using the time effectively for his/her own use while on call.

We appreciate and expect your active response to all Emergency Service Calls Requests. Your expected response time while on-call is 5 minutes to return the call. You are expected to be available to go out to the emergency call within 15 minutes of receiving the call.

Each employee on-call for the week, regardless of whether he/she is called in to work will receive \$25.00 for being on-call for the week.

Time worked while on-call will be calculated at the employee's regular rate of pay. Overtime compensation is applicable only when total hours actually worked exceed 40 hours a week. An emergency call is defined as an unscheduled request made by an appropriate management official for an employee to return to work for emergency services work.

All hourly employees who are called to work at a time not previously scheduled are eligible to receive overtime compensation for hours worked when applicable. Emergency calls that occur during a company paid holiday will be paid at time and a half of your regular hourly rate.

Employees who are on call must adhere to all Mark1's policies, including Substance Abuse and Testing. Any variance from such policies may result in disciplinary action, up to and including termination.

Garnishments

A Garnishment is a legal notice to the Company from a court which requires us to withhold a portion of your pay and to forward directly to your creditor the amount withheld.

If your payroll account is garnished for reasons other than those covered by the Child Support Enforcement Amendments of 1984 you will be advised of the summons in order that you may pay the creditor immediately and arrange to have the garnishment withdrawn. Any attachment of wages will be carried out pursuant to applicable federal and/or state laws and only to the extent required by those laws.

Leave of Absence

Requests for an unpaid leave of absence can be made in writing that provides details of time and purpose. A request for an unpaid leave of absence may be granted or denied at the sole discretion of the Company based on the particular circumstances of the request and business needs.

The Company recognizes the occasional need for employees to be away from work due to personal illness and for reasons other than routine illnesses. If the need arises, you may apply for a leave of absence (excused time off from work). We have developed this policy to accommodate those needs. There are three kinds of leaves of absence **Family and Medical Leave, Military Leave, Personal Leave**. Each leave is different. However, all leaves, including

those resulting from disability and Workers Compensation will be considered under the Family and Medical Leave Act (FMLA), if applicable.

Family & Medical Leave Act

Eligibility -Employees with one year of service and with at least 1250 hours worked during that year may request Family and Medical leave of absence.

1. Family leave- to care for your child within the first year after birth, adoption or placement with you for foster care.

2. Medical Leave

a. To care for your spouse, child or parent (including step parents, foster parents, and adoptive parents, but not including in-laws) who has a serious health condition (see definition below) upon medical certification as described below.

b. Because of the employee's serious health condition (see definition below) that makes the employee unable to perform his/her job upon medical certification as described below.

Definitions:

1. Serious health condition - an illness, injury, impairment or physical or mental condition resulting in absence in excess of three days involving either inpatient care or continuous treatment by a health care provider for a chronic or long-term condition that is either incurable or so serious that, if not treated, would result in incapacity; or prenatal care.

2. Medical certification - is a written statement requested by you from the health care provider that includes

a) the date on which the serious health condition began

b) the probable duration of the condition

c) appropriate medical facts regarding the condition

d) in cases involving the serious health condition of a spouse, child, or parent, a statement that the employee is needed to care for the spouse, child or parent; or

e) in cases involving the employee's serious health condition, a statement that the associate is unable to perform his or her functions; and

f) in the case of intermittent leave (defined below), a statement of the given dates of the leave and the duration of the treatments to be given.

3. The Company may require a second medical opinion.

Duration

a. Up to a total of 12 work weeks (60 work days) per rolling 12-month period, including any paid time such as vacation, sick, or personal days you may be required by the Company to take prior to going on unpaid leave, or disability and the unpaid leave.

b. Intermittent leave: leave on an intermittent basis or a reduced schedule involving a reduction from the usual hours per week or per day may be taken for care of a spouse, child or parent with a serious health condition or because of the employee's serious health condition.

Insurance benefits are continued for the duration of the leave as if you continued actively

working during the leave. However, you will not be eligible for holidays, birthday, bereavement or jury duty pay during the leave. Under this policy, for Family Leave, you may be required to use vacation, sick and/or personal days prior to going on unpaid leave. If you are eligible for vacation upon your return to work, the scheduling of that vacation will be subject to Company approval.

Compensation - Leave is unpaid except to the extent that it is covered by vacation, sick or personal days or covered by disability or Worker's Compensation Insurance. Salary adjustments will not be made during the leave.

Return to work - Employees who return to work at 12 weeks or less after the beginning of the leave will be returned to the position they held at the beginning of the leave or to an equivalent position. If the Company fills your position at any time during the leave, the Company will notify you. Prior to your return to work from leave, you may be required to provide certain documentation. Also, you may be required to submit to a medical examination by a Company designated physician prior to return to work.

Under the FMLA, the Company has no obligation to return the associate to the position they held prior to FMLA leave, to an equivalent position, or to any position upon the completion of *more than* 12 weeks of FMLA leave within any rolling 12-month period.

Other employment - It is anticipated that employees on leave under this policy will not engage in other employment during the leave. The Company reserves the right to take all appropriate action in its discretion if an employee engages in other employment during the leave.

Procedure for Requesting leave:

Family Leave - (due to birth of a child, adoption, or placement of foster child) you must make a written request to the Human Resources Department not less than 30 calendar days before the leave is to begin, or, if not feasible to do so, the request is to be made as soon as practicable.

Medical Leave - The request for the leave is to be made as soon as practicable.

Military Leave

Eligibility - All regular full-time and part-time employees may request a military leave of absence in accordance with the Uniformed Services Employment Reemployment and Retraining Act (USERRA)

Duration - The leave will be granted for the duration of the military service, training, or medical examination.

Insurance benefits are continued for the duration of any military training periods of 31 calendar days or less as if you continued actively working during the leave. With longer training periods, or during active duty, the Company reserves the right to treat the departure from work as a qualifying event under COBRA or to maintain insurance benefits, at the Company's sole discretion, unless otherwise mandated by law. However, you will not be eligible for holidays, bereavement or jury duty pay during the leave. Under this policy, you may be required to use

vacation, sick and/or personal days prior to going on unpaid leave. If you are eligible for vacation upon your return to work, the scheduling of that vacation will be subject to Company approval.

Compensation - Leave is unpaid except to the extent that it is covered by vacation, sick or personal days or covered by disability or Worker's Compensation Insurance. Salary adjustments will not be made during the leave.

Return to Work - Returning employees who comply with the applicable requirement set forth in 1, 2 or 3 below will be returned to their previous position or to position of like seniority, status and pay.

1) Reservist or Guard members performing other than initial training duty are to report back to work at the beginning of their next regularly scheduled work day after the end of their return from training.

2) Reservist on initial active duty training of not less than 12 weeks leave must inform the Company of their return to work within 31 days after discharge.

3) All other returning associates must inform the Company of their intention to return to work within 90 days of their release from service or training.

Other employment - It is anticipated that employees on leave under this policy will not engage in other employment during the leave. The Company reserves the right to take all appropriate action in its discretion if an employee engages in other employment during the leave.

Procedure for requesting leave:

1) **Reservist or Guard members** - training leave - You are to request the leave as soon as possible so that the Company can have sufficient time to adjust work schedules.

2) **Active duty** - associates are to provide the Company with a copy of their orders prior to the beginning of the leave if possible; if deployment is immediate, the employee must send a copy of the orders within 30 days of departing for active duty.

Personal Leave

Eligibility - All employees whose request for a leave of absence is not covered by the Family and Medical Leave Act or by Military leave may request a leave of absence under this section of the policy. In determining whether to grant the request, the Company will take into consideration all factors, including, but not limited to, the employee's length of service, performance, operational considerations, the reason for the request, the length of the leave requested, the Company's ability to provide coverage for the employee during leave, etc.

Basis for leave - For any reason not covered by the Family and Medical Leave Act or by Military leave or for the same reasons if the employee is not eligible under those policies.

Duration - Whether to grant the leave and the duration of the leave to be granted is at the sole discretion of the Company. Under normal circumstances, a personal leave should not exceed four weeks.

Insurance benefits-Benefits will be continued during leave as if you were working for up to 31 days. You are responsible for paying your co-premium. As Employees must work full time/40hours a week to be considered eligible for healthcare benefits, if your leave extends past 31 days and you are still not working, you may be eligible to continue your benefits under COBRA. When you return to eligible status you can resume your coverage.

Holiday & Vacation you will not be eligible for holidays, bereavement or jury duty pay during the leave. Under this policy, you may be required to use vacation, sick and/or personal days prior to going on unpaid leave. If you are eligible for vacation upon your return to work, the scheduling of that vacation will be subject to Company approval.

Compensation - Leave is unpaid except to the extent that it is covered by vacation, sick or personal days or covered by disability or Worker's Compensation Insurance. Salary adjustments will not be made during the leave.

Return to work - Employees who return to work within 31 days after the beginning of the leave will be returned to their position or to a similar position. After 31 days, whether an associate is permitted to return to work and to what position will be determined by the Company at its sole discretion on a case-by-case basis. The Company reserves the right to require documentation from the associate in connection with the leave.

Other employment - It is anticipated that employees on leave under this policy will not engage in other employment during the leave. The Company reserves the right to take all appropriate action at its discretion if an employee engages in other employment during the leave.

Procedure for requesting leave - The employee must request leave in writing at least 30 days before the leave is to begin, if at all practical. If not practical, the request should be made as far in advance as possible. The amount of time between the request and when the leave is to begin will be taken into consideration in determining whether or not to approve the leave. Requests for leave are to be made to the Human Resources Department. If the leave is approved, the employee must complete a leave of absence form and return it to Human Resources prior to the beginning of the leave.

New Jersey Paid Family Leave Insurance Benefits

Employees working in New Jersey who are subject to the New Jersey Unemployment Compensation Law may be eligible for benefits under the state sponsored Paid Family Leave Insurance Benefits Program.

- The Family Leave Insurance benefits program provides covered individuals Family Leave Insurance benefits, a monetary benefit, not a leave entitlement.
- The Family Leave Insurance benefits program does not establish the right of a covered individual to be restored to employment following a period of leave from work to participate in providing care for a family member who has a serious health condition or to bond with a newborn or newly adopted child. However, a covered individual's job may be protected if the employer is subject to the [Family and Medical Leave Act \(FMLA\)](#) or the [New Jersey Family Leave Act \(NJFLA\)](#). An employer can require an employee to use

up to two weeks of any paid sick leave, vacation time, or other leave at full pay made available by the employer.

- Benefit entitlement may be reduced up to two weeks for any paid sick leave, vacation time, or other leave at full pay required to be taken by the employer.
- An employee who intends to take a leave and claim Family Leave Insurance benefits to participate in providing care for a family member who has a serious health condition must give the employer reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons. An employee who intends to take the leave on an intermittent basis must provide the employer with a minimum of 15 days notice.
- An employee who intends to take a leave and claim Family Leave Insurance benefits to bond with a newborn or newly adopted child must give the employer thirty (30) days notice prior to the beginning of the leave. Intermittent leave to bond with a newborn or newly adopted child must be taken in periods of seven (7) days or more and the intermittent schedule must be agreed to by the employee and the employer.
- A formal appeal can be submitted to the Division of Temporary Disability Insurance if an employee or employer disagrees with a determination on a claim. Appeal rights and provisions are explained on all decisions issued by the Division.

Wage Requirements

To have a valid claim, a claimant must have had employment in at least 20 calendar weeks (base weeks) in New Jersey covered employment with earnings of \$143 or more, or have earned \$7,200 or more in such employment during the 52 weeks (base year) immediately prior to the week in which the family leave claim begins.

Benefit Duration and Amount

A claimant can receive a maximum of six weeks of Family Leave Insurance benefits in a 12 month period. The 12 month period is the 365 consecutive days that begins with the first day that the individual establishes a valid first claim for Family Leave Insurance benefits.

A re-established claim is a claim for Family Leave Insurance benefits filed subsequent to a first claim within the same 12 month period. This claim is either a claim for a different care recipient or a claim during or following employment with a different employer. Under no circumstance will an individual receive more than six (6) weeks of benefits during the 12 month period.

The weekly benefit rate for a first claim or re-established claim is based on the claimant's average weekly wage. The average weekly wage is generally based on the earnings in the eight calendar weeks immediately before the week in which the family leave begins. The weekly benefit rate is two-thirds (2/3) of the average weekly wage up to a maximum of \$546 for claims beginning July 1, 2009. The daily benefit rate is one-seventh (1/7) of the weekly benefit rate. The maximum amount of benefits payable for Family Leave Insurance is six weeks (42 days) during the 12 month period or one third (1/3) of the base year earnings, whichever is less.

If a State Plan claim for Family Leave Insurance benefits is filed immediately after the claimant recovers from his/her own disability, benefits will be paid at the same weekly benefit amount that the claimant received on the State Plan temporary disability claim.

Benefit Limitations

The first seven (7) days following the filing of a claim is the waiting week. No benefits can be paid for this week or any part of the first week until benefits have been paid in each of the three (3) weeks immediately following the waiting week. If the period of family leave immediately follows an eligible period of temporary disability for the individual's own illness, there is no waiting period for the Family Leave Insurance claim.

If the claimant is receiving a pension which the most recent employer contributed to on the claimant's behalf, the claimant's weekly benefit amount will be reduced by the prorated amount of the pension received during that particular benefit week.

No Family Leave Insurance benefits are payable under the State Plan for

- Any period the claimant receives temporary disability benefits or any benefits from a disability or cash sickness program or similar law of this state or any other state or the federal government;
- Any period the claimant receives Unemployment Insurance Benefits;
- Any period the claimant receives Workers' Compensation Benefits;
- Any period the claimant receives full salary or paid time off;
- Any period the claimant is working;
- Any period of family leave which did not start while the claimant was a covered individual or within 14 days of the claimant's last day of work;
- Any period of family leave for the care of a family member and the care recipient (family member) was not under the care or supervision of a health care provider;
- Any period the claimant is out of work due to a stoppage of work which exists because of a labor dispute at the claimant's place of employment; or

Any period subsequent to being discharged by the most recent employer for gross misconduct connected with the work because of a commission of an act punishable as a crime under the New Jersey Code of Criminal Justice.

New Jersey: Statutory Short-Term Disability Benefits

Mark 1 also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

New Jersey Safe Act Leave

Under the New Jersey SAFE Act, an employee who is a victim of domestic violence, or a sexually violent offense may be eligible to receive an unpaid leave of absence, for a period not to

exceed 20 days in a 12-month period. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
6. Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the New Jersey SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation, personal, or medical or sick time or leave the employee elects to use or which the Firm requires employees to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the New Jersey SAFE Act and the New Jersey Family Leave Act, or the federal FMLA, the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the New Jersey SAFE Act must, if the necessity for the leave is foreseeable, provide the Firm with written notice of the need for the leave as far in advance as reasonable and practicable under the circumstances. The Firm may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Firm will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The New Jersey SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under

the New Jersey SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the New Jersey SAFE Act.

To obtain relief for a violation of the New Jersey SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

Additional Information About Unpaid Time Off

Absent extraordinary circumstances, the Company will attempt to hold your position open during your leave of absence but cannot “guarantee” reinstatement to the same or any other position following your leave of absence (including those leaves of absence during which an employee is concurrently receiving compensation through workers compensation or other disability benefits) and there is no guarantee of reinstatement to the same or any other position following a leave of absence.

Absent extraordinary circumstances, the Company will continue to pay the same portion of your health care coverage benefits that it currently pays during your leave of absence, subject to the applicable plan documents. The employee must continue to pay his or her portion of the benefits which are normally made by payroll deductions. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and he/she will be offered COBRA to continue benefits excluding life and disability insurance. If you engage in other employment while on a leave of absence, or if you do not return to work on the date that your approved leave expires, you will be deemed to have voluntarily resigned from the Company as of the date the leave began.

PAID TIME OFF

Holidays

At the beginning of each calendar year, employees will be provided with a list of paid holidays for which eligible employees will receive Holiday Pay.

Full-Time employees, not on a leave of absence, are eligible for Holiday Pay based on their normal weekly schedule. Temporary employees are not eligible for paid holidays or vacation time.

If you have received approval to take scheduled PTO Days during a week in which a Holiday occurs, you will receive Holiday benefits for the Holiday and will not be charged a PTO Day for the Holiday.

1. Eligibility for Holiday Pay - All full-time employees (regular) are eligible for holiday pay provided they are in pay status for the work day preceding and the work day following the holiday. Employees on paid leave, such as vacation are considered to be in pay status for this purpose.

2. Computation of Holiday Pay - Full-time and part-time employees are paid at their regular, straight-time rates for the number of hours the employee is regularly scheduled to work on the day on which the holiday falls.

3. Computation of Holiday Pay for Holiday Worked - Full-time and part-time employees who are required to work on a holiday are paid the premium rate of one and one-half times their regular straight-time rate for the number of hours worked on the holiday.

4. Holiday During Paid Leave - If a recognized Company holiday falls on a regular work day during a scheduled paid leave (vacation) excluding sick leave, the day is paid as a holiday, and is not counted against paid leave balances.

5. Holiday During Unpaid Leave - If a recognized Company holiday falls during an authorized leave without pay, a staff member is NOT paid for the holiday.

6. Holiday Pay for Terminating Employees - If the employee is terminating on his or her preceding work day to a company holiday, he or she is NOT paid for the holiday.

Occasionally, at the discretion of the owner the offices may close early the day before a holiday, based on work volume. If/when the office closes early the staff will be paid for their full shift.

Absent special circumstances, if you have an unscheduled absence on the day immediately before or after a scheduled Paid Holiday, and you do not have an accrued and available PTO day to use, then you will not be paid for the holiday and will not be paid for the unscheduled absence day.

Paid Time Off Days

Full-Time employees who have satisfactorily completed twelve (12) months of continuous employment are eligible for Paid Time Off ("PTO") Days. PTO Days provide eligible employees protection against loss of income when personal needs, problems or commitments conflict with work, such as personal illness, family emergencies and special events, as well as enable employee to take time to rest, relax and refresh themselves on vacation. Employees are

expected to manage their time responsibly throughout the year and should plan ahead so that time is available when needed.

An employee may use this leave for any purpose he or she wishes, including vacations, unpaid holidays, illness or time away from work for personal or family matters. PTO days should be scheduled in advance in writing with supervisory approval. Unscheduled absences are discouraged except when due to illness or emergency situations.

PTO Time is managed on a calendar Year Jan 1st – Dec 31st

Number of PTO Days/Hours- Non-exempt (hourly) employees who work full time:

After you have completed your first year of service you are eligible for PTO time. Your PTO will start to accrue after your first anniversary. Your time will be prorated between your first anniversary date and the end of the year. Then you will be on cycle with the rest of the company.

Yrs of completed Service	Number of days	Accrual Rate based on calendar days of continuous employment.
1 or more	8 days of PTO	1 day for every 46

Number of PTO Days/Hours- Exempt (salary) employees who work full time:

After you have completed six months of service you are eligible for PTO time. Your PTO will start to accrue after your first anniversary. Your time will be prorated between your first anniversary date and the end of the year. Then you will be on cycle with the rest of the company.

Yrs of completed Service	Number of days	Accrual Rate based on calendar days of continuous employment.
1 -3	10 (PTO)	1 day for every 37
4-10	15 (PTO)	1 day for every 24
11 or more	20 (PTO)	1 day for every 18

An employee is not eligible to accrue a PTO Day in any month in which he or she works fewer than 50% of his or her regularly scheduled hours, excluding approved PTO Days.

PTO Days must be accrued before they are taken unless a specific exception is made. A specific exception can be requested in writing to the Company and will be granted or denied at the sole discretion of the Company based on the particular circumstances of the request and business needs.

You will lose any accrued but unused PTO days at the end of a calendar year (December 31). No carry over days are permitted.

Should you have any questions about your eligibility or about your specific PTO Bank, please call Human Resources at Riverside Office.

Procedures: To qualify for a PTO Day, you must inform your Supervisor of your absence in accordance with the procedures described for Reporting In. If the reason for a PTO Day is foreseeable (e.g., prescheduled doctor's appointment, graduation, vacation), we would appreciate as much advance notice as is practicable (e.g., normally two weeks).

PTO Days may not be taken on consecutively-scheduled work days or on the day before or after other Paid Leave Time (e.g., Holiday), unless the absence is: (i) due to the employee's illness or the serious illness of his or her child, parent or spouse, or (ii) approved at least two (2) weeks in advance by the Company. In cases of illness, the Company reserves the right to require written certification of the employee's or family member's illness by the employee's or family member's healthcare provider or a medical professional approved and/or designated by the Company. In cases where the Company's advance permission is sought, the Company reserves the right to deny a request for operational, staffing or other legitimate reasons.

For each consecutive day of absence, you personally must notify your Supervisor in the same fashion of your inability to report for work, unless: (i) your absence is due to your own illness or the serious illness of your child, parent or spouse and you provide your supervisor with a written statement from your physician indicating how long you are to be absent from work, or (ii) the absence was approved at least two (2) weeks in advance by your Supervisor. In cases of consecutive absences due to illness, you will be expected to return to work on the stated return date, unless you give your Supervisor a written change of return to work date from your physician which describes the reason for this change.

When requesting a PTO day, an employee ordinarily is not required to provide a reason for the absence. The only exceptions to this rule are consecutively-scheduled days of absence or absences before or after other Paid Leave Time, if such absences were not approved two (2) weeks in advance by the employee's supervisor.

All employees are required to complete an Employee Absentee Report and submit the signed report to their Supervisor and the HR Department immediately upon the employee's return to work following an absence. Failure to submit the completed and signed report as outlined here before close of business on the day the employee returns to work after an absence may result in forfeiture of eligible paid sick time. (you lose the paid/sick/personal time pay from your check and you lose the paid/sick/personal time bank) . The Company reserves the right to require an employee who is returning to work from any absence due to personal illness or injury in excess of three (3) consecutively-scheduled work days (and in such other circumstances as may be uniformly required by the Company) to be examined by a physician approved and/or designated by the Company to certify that the employee is physically and mentally fit to return to regularly-assigned or otherwise available duties.

You will lose any accrued but unused PTO days at the end of a calendar year (December 31). No carry over days are permitted. You will be paid any accrued but unused PTO days that remain upon your termination of your employment. In any instance where the Company terminates your employment, you will be paid for any accrued, but unused PTO Days. Similarly, any PTO Days taken prior to the date on which you separate from our employment occurs, regardless of the reason, which is in excess of that accrued during the calendar year will be deducted from your final pay, in accordance with applicable laws.

If an illness, injury or other physically or mentally disabling condition results in a period of personal inability to work of more than 5 days, you may request a leave of absence as outlined in this employee manual.

NJ Paid Sick Time

East Orange, Montclair, Irvington, Paterson, Passaic, Trenton, Newark, Jersey City, Bloomfield Paid Sick Time

Eligibility

Mark 1 provides paid sick time to employees who work at least 80 hours in the City of East Orange, the Township of Montclair, the Township of Irvington, City of Paterson, City of Passaic, City of Trenton, City of Newark, Jersey City, and Bloomfield Township in a year. For employees who work in East Orange, Montclair, Irvington, Paterson, Passaic, Trenton, Newark, Jersey City, and Bloomfield who are eligible for sick time under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

Accrual

Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage

Employees who have been employed for at least 90 days as of the effective date of the ordinance can begin to use paid sick leave as it is accrued. Otherwise, employees may use accrued paid sick time beginning on the 90th calendar day of their employment. Thereafter, paid sick time may be used as it accrues. Paid sick time may be used in minimum increments of one (1) hour. In Newark, sick time may be used in minimum increments of one (1) day. An employee may not use more than 40 hours of accrued paid sick time in any calendar year.

Employees may use accrued paid sick time for absences due to:

1. an employee's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care;
2. care of a family member (including a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child of a civil union partner; a child to whom the employee stands in loco parentis; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or of an employee's spouse, domestic partner or civil union partner; a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of New Jersey or any other State or with whom the employee has entered into a civil union under New Jersey law; a grandparent, or spouse, civil union partner or domestic partner of a

grandparent; a grandchild; a domestic partner of an employee defined under New Jersey law; or a sibling) with a mental or physical illness, injury or health condition; who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or who needs preventive medical care; or

3. closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or care for an employee's family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member actually contracted the communicable disease.

Notice & Documentation

To be eligible to receive paid sick time, employees must provide seven (7) days advance notice of the need to use accrued paid sick time to your manager and Human Resources if the need is foreseeable.

Where the need is not foreseeable, employees must provide notice before the beginning of the employee's work shift or work day. In an emergency, when advance notice is not possible, notice must be given as soon as practicable. The employee must provide reasonable supporting documentation if accrued paid sick time is used for three (3) or more consecutive days or instances.

For paid sick time used in connection with (1) or (2) above, the illness, injury, or health condition affecting the employee or a family member, "reasonable documentation" is documentation signed by a health care professional indicating that use of sick time was necessary. This documentation need not specify the nature of the injury, illness, or health condition. Employees may also be required to provide written confirmation that paid sick time was used in accordance with this policy.

Payment

Paid sick time is paid at the same hourly rate and with the same benefits (including health care benefits) as is normally earned for hours worked, but in no case will the hourly rate be less than the applicable minimum wage. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout

An employee may carry over up to 40 hours of accrued, unused paid sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation

Employees working in certain NJ municipalities have the right to request and take paid sick time, and may file a complaint or bring action in that municipal court if paid sick time is denied or the employee is retaliated against for requesting or taking paid sick time. Specifically, employees may file a complaint or bring action in the following venues that correspond to their work location:

- East Orange Municipal Court
- Montclair Municipal Court
- Irvington Municipal Court
- Paterson Municipal Court
- Passaic Department of Human Services, Division of Health or the Passaic Municipal Court
- Trenton Municipal Court
- Newark Department of Child & Family Well-Being or the Newark City Municipal Court
- Jersey City Department of Health & Human Services or the Jersey City Municipal Court
- Bloomfield Department of Health & Human Services

Mark 1 prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy; or interference with any investigation, proceeding, or hearing related to or arising out of an employee's rights pursuant to this policy and applicable law.

Employees with questions regarding this policy should contact Human Resources.

Bereavement Leave

The Company understands the hardships associated with the loss of a family member. Consequently, the Company has established a Bereavement Leave benefit to provide our eligible employees the ability to handle their obligations without suffering a loss of pay.

As a Full-Time employee, you may be eligible for a **maximum** of two (2) regularly-scheduled work days off at your regular base rate of pay to handle arrangements for and to attend the funeral services of a member of your **immediate family**. These days include time actually lost from work beginning on the day of the death and on the days following. Members of your immediate family, as defined for this policy, are your spouse, child, sibling, parent, parent-in-law and any individual who, although not related to you by blood or marriage, has a significant emotional relationship with you and resides at your home address.

Also, you may request one (1) regularly-scheduled work day off at your regular base rate of pay to attend the funeral services of your aunt, uncle, niece, nephew, cousin, grandparent, grandchild, brother-in-law, sister-in-law, or step relative.

Part-Time employees are not eligible for the paid time off Bereavement Leave benefits described above.

Jury Duty and Service as a Witness

The Company encourages its employees to respond positively to their civic responsibilities when called upon to serve as jurors or witnesses but does not provide compensation for time not worked due to jury duty or for service as a witness.

You must report immediately to your supervisor your receipt of subpoena or notice to appear for Jury Duty or as a witness. However, the Company may request that you be excused from Jury Duty or witness duty or be assigned to another time if your services are considered to be essential to our business operations at the time you are scheduled for Jury Duty or service as a witness.

While on Jury Duty or serving as a witness, you must report for work whenever the service schedule permits. This rule does not apply for those employees who are regularly scheduled to work the Second or Third Shifts.

Full time and part time employees who participate (either because the employee is a victim, a member of a victim's family or a victim's representative), at a prosecutor's request, in preparation for a criminal or delinquency proceeding, where the participation is necessary to protect the interests of the victim, may also be eligible for unpaid time off for such participation.

INSURANCE AND SAVINGS BENEFITS

The Company offers insured and savings benefits to eligible employees. Eligible employees will receive a **Summary Plan Description**. As the name implies, the Summary Plan Description is a general summary of the eligibility requirements and other terms, conditions and restrictions as set forth in the **Plan Document** for each benefit plan. Certain limited disability benefits may also be provided by individual State plans where required by State Law.

There is a waiting period for eligibility for both insurance and savings plans. As you become eligible you will be provided with enrollment information. Your specific rights to benefits under each benefit plan and the conditions to be satisfied for eligibility for participation/coverage is governed solely, and, in every respect, by the eligibility requirements and other terms, conditions and restrictions in the Plan Documents and insurance contracts, and not by the information in this Handbook. If there is any discrepancy between the descriptions of the plans presented in this Handbook and the official Plan Document, the language of the official Plan Document shall govern as the "**final word**."

You should remember that the Company reserves the right, in its sole discretion, to revise, to modify or to terminate any benefit plan, option or coverage including any retiree benefit plan, option or coverage at any time, for any reason, with or without further notice.

EMPLOYEE REVIEW

The performance of all employees will be reviewed annually. Evaluation of employee performance will aid in recognition of excellence and encourage individual improvement when needed. The ultimate purpose of evaluation is to improve job performance and promote development. An evaluation is an appraisal of performance based on expectations.

During the Employee Review, there will be a discussion and summary of job performance and, where appropriate, recommendations for improvement. To determine the overall performance of the employee, the supervisor will consider all evaluation data. The purpose of the Employee Review is to help the employee achieve a satisfactory level of conduct and performance. To accomplish this goal, employees need to clearly understand what is expected and be committed to achieving quality results. Open communication between the employee and the evaluator is needed to conduct a successful review.

WHEN PROBLEMS ARISE

Corrective Counseling

Although your employment with the Company is "at-will" (that is, either party can terminate the employment relationship at any time, for any or no reason, with or without prior notice), your failure to meet the Company's expectations may result in corrective counseling which may include verbal and/or written warnings or, in some instances, immediate termination of employment. Exempt (salary) and non-exempt (hourly) employees may also be subject to unpaid suspensions. Exempt (salary) employees may be suspended without pay only in full day

increments and only for violations of workplace conduct policies applicable to all employees. Factors which will impact the level of corrective counseling include, but are not limited to:

The severity of and conditions under which substandard performance/conduct occurred;

Whether the unacceptable behavior violated more than one rule of conduct;

The quality of your overall job performance; and

Your demonstrated willingness to make improvements in performance or behavior as needed.

The corrective counseling process will **NOT** be followed:

When management is of the opinion that remedial efforts are unlikely to be successful (for example, where a negative attitude has been demonstrated or where personality conflicts are present);

During the New-Hire Introductory Period (first ninety (90) days of employment);
or

When you have engaged in misconduct which falls so far below the expectations of the Company that the Company concludes that your employment cannot be continued.

While it is neither practical nor desirable to list every conceivable cause for immediate discharge, set forth below is a list of some of the causes for immediate discharge. While most employees would never engage in any of them, it is important for us to make our expectations clear in certain key areas to protect ourselves from a small but potentially disruptive few. With these thoughts in mind, please review the following list of some of the causes for immediate discharge:

Violations of any of the following Policies: Equal Employment Opportunity Policy; Substance Abuse Policy; Confidentiality; Workplace Violence; E-Mail, Internet and Computer Policy

Verbally or physically harassing, coercing, intimidating or threatening a co-worker, supervisor, customer, vendor, supplier, or any other person with whom we do business (regardless of when or where the prohibited behavior occurs). This does not include protected activity provided by the National Labor Relations Act

Theft including: misappropriation of Company property or property belonging to any of the Company's employees, clients or any person with whom we do business (regardless of when or where the prohibited behavior occurs).

Dishonesty, including:

Willful falsification of any pay, time, business, expense or employment record (including your Application for Employment)

Recording the time worked by another employee or permitting another employee to record time worked by you

Providing dishonest information or testimony in the course of an investigation being conducted by the Company

Claiming benefits under false pretense

Deliberate damage to or destruction of property belonging to the Company or any of its employees, customers, suppliers or vendors (regardless of when or where the prohibited behavior occurs).

Insubordination, which is defined as refusal to obey a supervisor's instructions or willful disobedience when directed to perform work. This does not include protected activity provided by the National Labor Relations Act.

Possession of a firearm or other deadly weapon or explosive while on Company premises, including the conversion or threatened conversion into an incendiary device or weapon of any substance, tool or other object common to the workplace.

Unethical or illegal conduct in the course of your employment.

Reckless disregard for or willful violation of any safety or security rules.

Participation in a fight or other physical altercation on Company premises (except as reasonably necessary in self-defense under circumstances in which the employee cannot withdraw safely from the situation).

Sleeping on the job.

Sexual activity while on Company premises or during working hours (even if off Company premises).

Gross neglect of duties or job responsibilities.

Loan-sharking while on Company premises.

Absence from work for two (2) consecutive days without notice.

Obtaining other employment during a Leave of Absence (absent prior written permission from the Company President).

Other serious misconduct as determined by the Company.

Resolving Conflicts

Problems are inevitable in every workplace but what distinguishes workplaces is how they resolve conflicts.

We have an "Open Door Policy," which provides any employee access to the Company's President for the purpose of addressing a problem. This policy will continue to be at the core of the Company philosophy. If you have a complaint about any aspect of your employment, please do not hesitate to contact the Company's President. Additionally, if you have concerns you can address them with our HR Consultant, Grace Bradley Kelly. (215-896-3846 x 101) However, if your complaint involves an allegation of discrimination, harassment or retaliation, please use the complaint procedure in the Company's Equal Employment Opportunity Policy.

WHEN YOU LEAVE THE COMPANY

Resignation of Employment

Because employment with the Company is "at-will," either you or the Company has the right to terminate your employment at any time and for any reason - or for no reason at all, with or without prior notice. However, if you are considering resigning, we encourage you to discuss the matter with your immediate supervisor. Perhaps opportunities of which you may not be aware can be pointed out to you, problems resolved or misunderstandings corrected. Whatever the reason motivating your possible resignation, it is generally to our mutual benefit for you to review your situation with us before you make a final decision.

Regardless of whether you share your plans with us, we encourage you to give us **proper notice** of your intent to resign your position. Proper notice is defined as written notification of your intent to separate from our employ addressed to your immediate supervisor and presented **at least fourteen (14) calendar days prior to the last day on which you will be actively at work.**

With the exception of Company - recognized Holidays, you are expected to be present as scheduled for each work day during your notice period. However, if you fail to give us proper notice or fail to report for work on each day of your notice period, any earned paid time off for which you otherwise may be eligible at the time of your separation will be reduced by the number of days your notice was short.

Failure to give proper notice and/or to work the entire notice period as required also shall result in your ineligibility for rehire.

The Company may, in its sole discretion, waive your notice period, in whole or in part, without pay.

Leaving Without Notice (Job Abandonment)

Your absence from work for a period of two (2) consecutive work days without reporting in constitutes an abandonment of your employment and is considered to be your **voluntary resignation** from our Company's employ.

Leaving Without Notice will result in forfeiture of those benefits normally paid upon separation which may be legally withheld by us (e.g., Paid Time Off Days). If your separation from our employ occurs under these circumstances, you will not be eligible for rehire.

Discharge From Employment

This form of termination of employment is initiated by the Company where the Company believes your separation from our employ to be in the Company's best interest. If you are discharged by the Company, you will not be eligible for rehire.

Separation Procedure and Exit Interviews

Regardless of the reason for your separation from our employ, it is necessary that you complete the entire separation procedure which includes making arrangements for the return of all property of the Company (e.g., credit cards, keys and this Handbook) and settlement of all outstanding cash travel expenses (if any).

Moreover, upon the termination of your employment with the Company, whether by the Company or by you, regardless of the reason, you shall return to the Company, retaining no copies, any and all confidential and proprietary information as well as any and all property, keys, documents (hard copy or electronic), forms, correspondence; computer programs and network computer system back up tapes and related media; memos, disks, DVDs, passwords and other access information, files, correspondence, documents, drawings, specifications, computer printouts, disks and other writings which relate to or reflect the Company's business, operations, clients, potential clients, employees, suppliers, etc., regardless of where such files, correspondence, documents, drawings, specifications, computer printouts, disks and other writings were kept or prepared and regardless of whether you created or prepared these files, correspondence, documents, drawings, specifications, computer printouts, disks and other writings.

Unemployment Compensation

Unemployment Compensation is a statutory benefit designed to assist certain individuals who are unemployed. Excluded from eligibility, for example, are those who resign voluntarily from our employ or who are discharged for willful misconduct. To receive these benefits, you must file a claim with the Commonwealth of Pennsylvania's Department of Labor, Unemployment Division. Because the events surrounding the reason for your separation from the employ of the Company will determine your eligibility for Unemployment benefits, you should inquire about Unemployment Compensation at the time you complete the **Separation Procedure**.

APPENDIX I: Drug-Free Workplace Policy

PURPOSE

Mark 1 Restoration, Inc. (hereinafter referred to as the “Company”) values its employees, its customers, and is concerned about accident prevention and loss control. It recognizes that employee substance abuse negatively impacts employee health and jeopardizes the Company’s resources. As part of its commitment to protect the safety, health, and well-being of its employees and its customers and to satisfy insurer risk management recommendations, the Company has established a Drug-Free Workplace Policy (referred to as “Policy”). We encourage our employees to seek assistance for substance abuse.

SCOPE AND APPLICABILITY

Employees

Compliance with this Policy is a continuous condition of employment and it applies to all full-time, part-time and seasonal employees for purposes, hereinafter referred to as “employees.” This Policy’s discipline and testing sections do not apply to temporary agency employees. For those individuals, a Policy violation shall result in termination of the assignment.

No Contract Implied

This Policy does not create an express or implied employment contract. It does not affect an employee’s status as an "employee-at-will."

When Applicable

This Policy is intended to apply whenever an employee is on-duty and, in some instances, while off-duty. For purposes of this Policy, the term “on-duty” shall include the following employee conduct:

1. While on work premises (whether on or off-duty and which includes the Company’s primary work site, as well as any vehicle, office or facility rented, utilized or serviced by the Company);
2. During all working hours (regardless of location and whether the employee is on or off work premise);
3. During lunch and other breaks (whether paid or unpaid);
4. While operating a motor vehicle for business purposes or operating a Company-owned vehicle at anytime; or
5. While conducting business on behalf of the Company.

COMPLIANCE WITH AND MODIFICATION OF POLICY

Employee Duties

This Policy imposes the following employee duties:

1. An employee must comply with this Drug and Alcohol Free Workplace Policy as a continuous condition of employment. It is the responsibility of the employee to review

and understand the policy, including the Company's Policy on testing, and voluntarily seek help with drug and alcohol problems. Employees should direct any questions or comments to the Designated Employer Representative. – Sandy Bower @ Riverside Office.

2. An employee who is convicted of a drug law violation occurring in or outside the workplace must notify the Company's Designated Employer Representative no later than five calendar days after the conviction. Additionally, an employee who is convicted of a driving under the influence offense, must notify the Company's Designated Employer Representative.
3. Whenever an employee is legally prescribed drugs or is directed to take over-the-counter medication, it is the employee's responsibility to ask the physician whether the medication, if taken as directed, is likely to pose a direct threat to workplace safety or render him unfit for duty and obtain a note from the prescribing physician to present to the Company.
4. An employee must notify his supervisor of prescription medication use that may pose a direct threat to workplace safety or render him unfit for duty. **When required to notify, an employee is not required or asked to indicate his or her medical condition or the drugs used; the employee should merely indicate that he or she is using medication that may pose a direct threat to workplace safety or render him unfit for duty.** Then the Company will determine whether the employee may continue to work during the course of treatment. The Company may seek a second opinion from a medical professional of its choice and may require the employee to undergo an examination by the Company's chosen medical professional. If the second opinion indicates such an affect on performance, the Company may rely on the second opinion rather than that of the employee's prescribing physician.
5. An employee who is involved in a work-related accident, must report the accident immediately to his immediate supervisor and Sandy Bower @ Riverside Office and remain readily available for post-accident testing, including, but not limited to, notifying his immediate supervisor of his location if he leaves the scene of an accident prior to such testing. An employee is prohibited from consuming alcohol prior to a post-accident test being performed or until eight hours following the accident, whichever occurs first.
6. An employee must cooperate with an investigation by the Company into any illegal drug or alcohol-related behavior.

Policy Modification

This Policy supersedes any other the Company policy or practice on the subject of drug and alcohol use, abuse, and testing. At any time, the Company may supplement or modify any part of this Policy. Any failure to implement the Policy or any part thereof, any variation, addition, or omission to the procedures set forth in the Policy shall not confer any contractual or other rights or claims in favor of the employee not otherwise conferred by law or by the Company.

Designated Employer Representative

If you have any questions regarding this Policy, please direct them to Sandy Bower who is coordinating the drug-free workplace program for the Company.

DRUG AND ALCOHOL PROHIBITED CONDUCT

Illegal Drugs

It is a violation of the Company's policy for an employee to sell, manufacture, distribute, transfer, convey, dispense, use, possess, purchase, obtain, or attempt the foregoing conduct or be under the influence or test positive for the illegal use of controlled substances, except when the use is pursuant to a physician's instructions who has advised that the use does not pose a direct threat to workplace safety or significantly affect work performance.

Prescription Drugs

Prescription medication usage on-duty is not prohibited when taken in standard dosage and/or under a physician's prescription; provided, however, that the prescribed drug would not pose a direct threat to workplace safety or significantly affect work performance.

Alcohol

The Company prohibits employees from illegally possessing, selling, buying, using, distributing or illegally attempting to possess, sell, purchase, use, distribute, manufacture, or being involved in illegal alcohol-related conduct, including, but not limited to, driving under the influence and underage drinking violations, while on-duty.

Furthermore, the Company prohibits its employees from the following alcohol-related conduct while on-duty

1. Possessing opened containers of alcohol,
2. Using, consuming, distributing, manufacturing, dispensing, testing positive for or being under the influence of alcohol,
3. Performing job functions within four hours after using alcohol, or
4. Consuming alcohol within 8 hours following an accident or before a post-accident alcohol test is performed (whichever is sooner) if the accident would require a post-accident test as specified in this policy.

We realize that moderate alcohol consumption may take place during a sales event or client dinner or special employee functions. During these special occasions, we expect our employees to:

- Comply with all state and federal laws
- Behave in a responsible manner
- Refrain from excessive or irresponsible consumption of alcohol.
- Respect the choices of others not to drink.
- Do not condone or promote intoxication or excessive drinking in others.

Drug Paraphernalia

Employees are prohibited from bringing paraphernalia related to the illegal use of drugs onto Company property at any time.

EMPLOYEE DRUG AND ALCOHOL TESTING

Testing a condition of employment

The Company may require any employee to be tested for the illegal use of drugs and the misuse of alcohol in the circumstances listed below. In order to carry out such testing, an employee may be asked to submit to a medical examination and/or to submit saliva, urine, blood or breath samples for testing. Employee acceptance of testing when requested is a mandatory condition of employment.

1. **Pre-employment.** The Company may require an applicant who receives a conditional offer of employment to submit to a pre-employment (post-offer) drug test. The Company's offer of employment shall be revoked if the applicant refuses to submit to testing or tests positive.
2. **Reasonable Suspicion.** The Company may require an employee to submit to reasonable suspicion drug and/or alcohol testing when, in the sole judgment of management and based on information known at the time the decision to test is made, the employee is unfit for duty or there is a reasonable suspicion to believe that an employee is using drugs or alcohol in violation of the Company's Policy or exhibits the physical signs and symptoms of substance abuse. The evidence will be drawn from specific, objective facts and reasonable inferences. Such facts and inference may be based on, but are not limited to any of the following:
 - i. Observable behavior, such as direct observation of drug or alcohol use, possession or distribution, or the physical symptoms of being under the influence of drugs or alcohol such as, but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, dynamic mood swings, etc. Observation may include indications of the chronic and withdrawal effects of the illegal use of drugs;
 - ii. A pattern of abnormal conduct, erratic behavior or deteriorating work performance which appears to be related to substance use or misuse;
 - iii. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking; or
 - iv. Repeated violations of the Company's safety or work rules that pose a substantial risk of physical injury or property damage and that appear to be related to substance use or misuse that may violate the Company's drug-free workplace policy.
 - v. The admission by the employee that he/she is involved in the illegal use of drugs or misuse of alcohol.
3. **Post-Accident.** The Company may require an employee involved in a job-related accident or incident to submit to alcohol and/or drug testing following the accident. The

Company may also test any individual whose performance created a “near miss or unsafe condition” or was a contributing factor to a job-related accident or there is repeated violations of the Company’s safety or work rules that pose a substantial risk of physical injury or property damage and that appear to be related to substance use or misuse that may violate the employer’s drug-free workplace policy. This determination shall be based on the best information available at the time of the accident.

The post-accident test will be administered as soon as possible, but no later than 8 hours for an alcohol test and 24 hours for a drug test. In no way is this post-accident test requirement intended to delay necessary medical treatment for injured people following an accident or to prohibit an employee from leaving the scene of an accident to obtain medical assistance for others or for personal medical assistance.

For purposes of this policy a job-related accident means an unplanned, unexpected or unintended event that occurs during the conduct of the Company’s business, on the Company’s property or that involves Company-supplied motor vehicles or motor vehicles used in conducting Company business and results in any of the following:

- i. A violation of a safety rule or standard;
- ii. A fatality of anyone involved in the accident;
- iii. An individual suffers a serious bodily injury requiring medical treatment or if the injury sustained is a reportable injury for OSHA or workers’ compensation purposes;
- iv. Other serious property or equipment damage occurs; or
- v. Repetitive job-related accidents viewed by the Company as involving substantial human error or negligence.

4. **Return-to-Duty Testing.** The Company, at its sole discretion and based on the circumstances and subject to conditions it might impose, may require an employee who has been on leave of absence for more than 12 months or who violated the drug-free workplace policy, to test negative on a return-to-duty drug test. A return-to-duty alcohol test may also be required if the conduct involved alcohol or both drugs and alcohol upon recommendation by a treatment professional. Inclusion of this paragraph in no way obligates the Company to make an offer of reinstatement to an employee.
5. **Follow-up.** In the Company’s sole discretion, the Company, following a determination that an employee is in need of assistance in resolving problems with alcohol misuse and/or use of controlled substances, may require an employee to submit to unannounced follow-up alcohol and/or drug testing as directed by a treatment professional. The number and frequency of such follow-up testing shall be as directed by the treatment professional. The employee may be required to undergo follow-up testing for both alcohol and controlled substances, if the treatment professional determines that follow-up testing for both alcohol and controlled substances is necessary for that particular employee. Follow-up testing shall not exceed 24 months from the date of the employee’s return to duty. Inclusion of this paragraph in no way obligates the Company to make an offer of reinstatement to an employee.

Testing procedures for drugs

Testing for the illegal use of drugs normally will be conducted through urine specimens collected at a collection site. The collection site will take the necessary steps to assure that the specimen is not adulterated or tampered with and that a strict chain-of-custody is maintained. The specimen will then be transported to a U.S. Department of Health and Human Services certified laboratory for a five (5) panel test which includes the following drugs and their metabolites: marijuana, amphetamines, phencyclidine, opiates, and cocaine.

All urine samples will undergo an initial test. If the specimen tests above the screening cut-off levels set by the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, then the sample shall then undergo a confirmation test. Test results indicating the illegal use of drugs at levels below the confirmation cut-off limits shall be considered negative and those above the confirmation cut-off levels shall be considered positive.

Additionally, validity testing of an employee's urine specimens may also occur. Validity tests are the evaluation of the specimen to determine if it is consistent with normal human urine and include tests for creatinine concentration, specific gravity, pH, and substances that may be used to adulterate a specimen.

The Company reserves the right to have its collection site agent conduct a direct observation or monitoring of the urine specimen collection if the collection site personnel indicate an attempt to tamper, the specimen's temperature is out of range, the specimen appears to have been tampered with, if the laboratory reports an invalid test and the Medical Review Officer (MRO) states no medical reason, the result is positive, adulterated or substituted, cancelled, and for return-to-duty or follow-up testing.

Review of test results by Medical Review Officer

All positive and negative drug test results will be reviewed and interpreted by a Medical Review Officer (MRO) before the test results are reported to the Company. The MRO review of a positive test result may include conducting a medical interview (typically conducted over the phone with the employee) and review of the tested employee's medical history, or review of any other relevant biomedical factors. An employee may consult with the Company's Medical Review Officer for technical information regarding prescription or over-the-counter medication if there is a positive drug test result within 3 days after receiving notification of the test result. If the MRO determines that there is no alternate medical explanation for the positive test result, then the MRO will report to the Company that the test result is positive. If the MRO determines that a legitimate medical explanation exists for the test results, then the MRO will report to the Company's Designated Employer Representative that the test result is negative.

If after making all reasonable efforts and documenting them, the MRO is unable to reach the tested employee directly, the MRO shall contact the Designated Employer Representative, who will direct the tested employee to contact the MRO as soon as possible. In such circumstances, the Company will, to the maximum extent possible, ensure that the requirement that the tested employee contact the MRO is held in confidence. If the tested employee does not contact the MRO within three (3) days after being instructed to do so, the MRO will report the test as being positive.

Verification of positive test

For urine drug testing, one portion of the specimen will be preserved for up to 60 days after the employee is told the test results. If the portion originally analyzed (the primary sample) is positive, the employee shall have the right to specify a laboratory certified by U.S. Department of Health and Human Services to which the preserved portion will be sent for an independent analysis. The verification test costs are the responsibility of the employee. The verification test results shall be controlling.

Dilute Specimens

For negative dilute test results, the Company may require an employee to take another test immediately. If the Company directs another test, the result of the second test, not the original test, becomes the controlling test result.

Direct Observation/Monitoring

The Company reserves the right to have its collection site agent conduct a direct observation or monitoring of the urine specimen collection if the collection site personnel indicates an attempt to tamper, the specimen's temperature is out of range, the specimen appears to have been tampered with, if the laboratory reports an invalid test and the Medical Review Officer (MRO) states no medical reason, the result is positive, adulterated or substituted, cancelled, and for return-to-duty or follow-up testing.

Testing procedures for alcohol

The initial testing for alcohol normally will be conducted through either a saliva or breath specimen. If the BAC is less than 0.02, the test is considered negative. If the screening test results show an alcohol concentration level of 0.02 or greater, a confirmation test will be conducted. The confirmation test shall be performed by using a breath specimen conducted on an Evidentiary Breath Testing (EBT) device approved for use in the United States Department of Transportation's Drug and Alcohol Misuse Prevention Program. If the confirmation test reads positive, 0.02 or greater, the test results shall be considered positive and the employee will be subject to disciplinary action as specified in this Policy.

Refusal to test and test tampering

An employee, who refuses to submit to testing, tampers, manipulates or attempts to tamper with or manipulate the testing will be treated as having a confirmed positive test result and subject to discipline up to and including termination. A refusal to take a test shall include the following:

1. Fails to appear for any test within a reasonable time, as determined by the Company, after being directed to do so by the Company;
2. Fails to remain at the collection site until the testing process is complete;
3. Fails to provide urine specimen when required for a drug test or a breath specimen for an alcohol test;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit directly observed or monitored collection;

5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Declines to take a second test as directed;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the Company as part of the shy bladder procedures or insufficient breath situation;
8. Fails to cooperate with any part of the testing process; or
9. Fails to immediately report a job-related accident for the purpose of avoiding testing.

DISCIPLINE FOR POLICY VIOLATIONS

Employees

A violation of this Policy shall result in termination of the employee who is reasonably believed to have violated this Policy. For business purposes, the Company may choose to reinstate an employee when it determines other discipline is appropriate. The Company may consider such factors as the seriousness of the offense, the frequency of the violation, prior disciplinary matters, length of service, and the offender's performance record. An employee who violates this Policy may be required to undergo an evaluation and enroll in an appropriate treatment program, execute a confidentiality release so treatment success may be monitored, and sign a "last chance" agreement. A second violation shall result in immediate termination. Nothing in this Policy prohibits the Company from disciplining an employee for other violations or performance problems.

The Company encourages its employees who are chemically dependent to voluntarily obtain assistance/treatment for substance abuse problems before they cause problems in the workplace. An employee's decision to voluntarily seek assistance for such problems will not be used as the basis for disciplinary action. Employees may not avoid imposition of discipline by first requesting such treatment or a leave of absence after being selected for testing or violating the Company's policies and rules.

Employee Refusal to Test

An employee who refuses to submit to alcohol or drug screening or attempts to tamper with a test or the testing procedures will be considered as having tested positive and subject to discipline, up to and including termination from employment.

CONFIDENTIALITY

The Company will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. Actual test results will be provided to: (a) supervisors and managers who have a need to know such information; (b) the employee tested upon request; (c) any person permitted or required by law or regulation to receive such information; (d) any individual with an employee's written authorization; (e) law enforcement; or (f) the decision maker(s) in a

legal action initiated by or on behalf of the employee or placed at issue by the employee in any legal, administrative or other proceeding. Non-specific statistical information may be released to any governmental agency or contractor upon request or as mandated by contract.

SEARCHES

Company Property Searches

The Company may provide lockers, storage areas, equipment, vehicles, computers, offices, desks or workstations for use by employees during work hours. All such items are considered to be Company property, even while an employee is using them. Employees should not maintain any expectation of privacy with regard to the Company property. The Company reserves the right to search any Company property at any time, with or without notice or cause, including the aforementioned items. An employee's refusal to consent to a search may result in disciplinary action up to and including termination. Management, from time to time, will conduct inspections of Company property.

Mark1 will not be responsible for any costs incurred by the employee as a result of drug testing.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEES' HANDBOOK

This Employee Handbook is an important document intended to help you become acquainted with Mark1 Restoration, Inc. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention. Because the Organization's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management. Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of Mark1 Employee Handbook. I understand how-to and have accessed the electronic copy through the Mark1 intranet site or I have requested and I have received a print copy.

I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Association at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Mark1 other than the President of the Company may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements.

Employee's Printed Name: _____ Date: _____

Employee's Signature: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Nombre del Empleado (impreso)

Firma del Empleado

Fecha

_____ Inicialize aquí para indicar que ha recibido una copia del manual escrito en Inglés de Mark 1 Restoration Service, Inc., y que son capaces de leer el manual o tienen acceso a alguien que pueda interpretarlo para usted.

Initial here to indicate that you have received a copy of the Mark 1 Restoration Service, Inc.'s Employees' Handbook written in English and you are able to read the handbook or you have access to someone who can interpret the handbook for you.)

_____ Inicialize aquí para indicar que ha recibido una copia del manual escrito en Inglés de Mark 1 Restoration Service, Inc., pero usted no puede leer el manual y / o no tiene acceso a alguien que pueda interpretarlo para usted .

*(Initial here to indicate that you have received a copy of the Mark 1 Restoration Service, Inc.'s Employees' Handbook written in English but you **cannot read the handbook and/or do not have access to someone who can interpret this handbook for you.**)*