

**Employee Guidebook** 

#### WELCOME

At Panei-Tek, we have always emphasized that outstanding people are the key to our success. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This employee guidebook will familiarize you with the various aspects of working with our company. We encourage you to use it as a valuable resource for understanding the company. We feel it will also be a useful reference document for all employees. If you have any questions, please ask them of either your supervisor or any member of the management team.

You have been provided also with an Employee Enrollment Package. It contains important information regarding your employment relationship and the benefits our company offers to you. It is critical that you read this information thoroughly and sign any documents necessary. Additional copies can be provided by the Human Resource Department.

Our best wishes to you, and thank you for taking this first step in knowing your company.

## RECEIPT/ACKNOWLEDGEMENT

This guidebook is provided to you for information and immediate reference. Please read it carefully and completely. Policies included in this guidebook are subject to unilateral change by the Company from time-to-time.

Please acknowledgement receipt of this guidebook by signing and returning this page to the Human Resource Department.

Your employment is at will. This means you are free to terminate your employment at any time, for any reason, and the Company retains the same rights.

1 have received a copy of this guidebook and have read or had it read to me. If I have any questions regarding this guidebook, I understand that it is my responsibility to ask The H.R. Manager or other members of management about it. I recognize it is my responsibility to review the policies, practices, standards, and rules it contains, and I agree to comply with them during my employment with Panei-Tek.

I understand the information in this guidebook is intended to acquaint employees with general policies, principals, standards, and procedures, and does not represent a contractual commitment by the Company concerning terms of employment or other matters. The Company is free to act according to the best business judgment of its management and to change, interpret, withdraw, or add to the policies, procedures, and standards described in this guidebook at anytime without prior notice, consideration, or approval by an employee. Amendments to any other part of this guidebook is not a contract between me and my employer nor is it a guarantee of any specific policies, procedures, standards, rules, or length of employment. I understand that my employment is considered "employment at-will" unless I may have otherwise entered into a contractual agreement with the owner or other properly designated Company official with actual authority to enter into such an agreement and that it must be in writing, directed to me personally and signed by him/her. Current, specific details of the topics covered in this guidebook can be clarified by the H.R. Manager or other members of management. Ifurther understand that I will be responsible for complying with future changes in such policies, practices, standards, and rules.

Date:	
Employee Signature:	
Employee Name Printed:	
To HR Dept: Following the employee's signature, place this page in the employee's	's personnel file.

## POLICIES & BENEFITS

#### Introduction

Our policies, practices and benefits are continuously reviewed, and we expect to change them from time-to-time. Therefore, you should always check with your manager or supervisor for the most current ones. Company benefit plans are defined in legal documents such as insurance contracts, official plan texts, summary plan descriptions and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this guidebook. Plan documents are available for your inspection.

#### Fthica Standards/Conflict of Interest

We have an excellent reputation for conducting our business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of that reputation and are obligated to uphold it in every business activity.

Exactly what constitutes a conflict of interest of an unethical business practice is both a moral and a legal question. The Company recognizes and respects your right to engage in activities outside of your employment which are private in nature and do not in any way conflict with or reflect poorly on the Company. Management reserves the right, however, to determine when an employee's activities represent a conflict with the Company's interest and to take whatever action is necessary to resolve the situation, including termination of employment.

If you are ever in doubt whether an activity meets our ethical standards, may be a conflict of interest, or compromises the company's reputation, please discuss it with the H.R. Manager.

# Open Door Policy

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate supervisor, and, as appropriate, consult with any other appropriate member of management toward those ends. Manager and supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolution of their problems/issues.

## Suggestions

If you have any suggestions or ideas that you believe would benefit us, we would encourage you to tel us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the Company and its employees.

## **Equal Employment Opportunity**

Our continued success depends heavily on the full and effective utilization of qualified persons, regardless of race, color, religion, sex, national origin, disability, age, marital status or any other protected classes covered by law. We strive to hire, develop, and retain the most qualified people we can fine- basing our judgment on each individual's job-related qualifications, capabilities, and potential.

It is the policy of the Company to cooperate to the fullest extent with the applicable regulations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1975 as amended, the National Labor Relations Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Medical

Leave Act of 1993, Worker Adjustment and Retaining Notification Act (WARN), and other applicable Federal, State and local regulations.

We will continue to direct our employment and personnel practices toward ensuring truly equal opportunity for everyone. Therefore, we intend that all matters related to advertising, recruitment, hiring, placement, transfer, training, compensation, benefits, promotions, demotions, layoffs, and all policies of employment be free of discriminatory practices.

Discrimination is also prohibited on the basis of retaliation or reprisal.

# Workplace Harassment Policy

Our company is committed to maintaining a work environment that is free of discrimination, including sexual harassment.

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex may constitute sexual harassment. This conduct is unlawful when (1) a submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affection such individual, or (3) such conduct has the purpose of effect of unreasonably interfering with an individual's work performance or creating an intimidation, hostile or offensive working environment.

Sexual harassment may include such action as:

- .. Conduct which is offensive to the individual, such as sexual flirtations, "kidding", "teasing", or jokes of a sexual nature.
- " Physical contact such as touching, patting, pinching, grabbing or brushing against another's body.
- " Sexual favors or the taking of, or the refusal to take, any personal action on the basis of an employee's submission to or refusal of sexual overtures.
- Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading
  materials or other material that are sexually suggestive, demeaning, or pornographic
  or bringing into the work environment or possessing any such material to read, display,
  or view at work.

Every employee, and especially each person in a supervisory position, is expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All employees should also understand the importance of informing an individual whenever that individual's behavior is unwelcome, offensive, in poor taste, or inappropriate.

Any employee who believes that he or she is a victim of harassment (or who has witnessed such conduct) by any management official, other employee, customer, client or any other person in connection with his or her employment, should bring the matter to the immediate attention of his or her supervisor, general manager, owner, president or designee. If the issue is not immediately resolved, refer to your Employee Enrollment Package for details on alternate reporting methods or call 1-800-456-9184.

Management will conduct a timely investigation of the allegations. There will be no retaliation against anyone reporting discrimination or harassment, or cooperation with such an investigation.

# Introductory Period

In order to assess qualifications, investigate references and determine general fitness, all new employees undergo a 90-day new hire orientation period.

This time period is also your opportunity to acquaint yourself with our Company.

Nothing about the new hire orientation period, or your completion of it, is a guarantee of any kind of definite term of employment. Like many employers, the Company employs people on an "at-will" basis. This means that you or the Company can decide to terminate your employment at any time for any reason.

Ordinarily, employees within their new hire orientation period are not eligible for benefits. Additionally, the designation of this time frame does not constitute an obligation on the part of the Company to retain an employee until the end of period specified.

## COMPENSATION POLICIES

# Pay Periods/Work Week

The standard pay period is weekly. Paychecks are distributed or electronically deposited. The standard work week is five days. The standard workday is eight hours. The standard work hours are from 7 a.m. to 3:30p.m. The work week commences on Monday morning and ends the following Sunday evening. Normally, paychecks are available at the close of business on Friday. This schedule is subject to change.

## **Payroll Deductions**

Your earnings and payroll deductions are shown on a voucher with your check. Any questions about your paycheck should be directed to the Payroll Dept.

# Pay Increases

Your Manager or Supervisor is available to discuss with you the Company's criteria for increases.

# Job Performance and Employee Performance Appraisals

If your performance does not measure up to expectations in certain areas, you may be notified by your supervisor and may be given the opportunity to correct it. Counseling of this nature is intended to help you and your manager work together to resolve performance related problems.

The purpose of the performance appraisal is to establish goals to improve job performance both through maximizing job strengths and stressing improvement of job weaknesses. Your supervisor is available to discuss with you the Company's use and timing of such appraisals.

## **Vacations**

All hourly employees who work 40 hours per week are eligible for one week of paid vacation after one year of continuous employment. Salaried employees paid vacations are up Management discretion. At the discretion of management an unpaid vacation may be available to employees working at least 40 hours per week, subject to business conditions.

Vacation should be scheduled at least 30 days in advance with your supervisor. Every attempt will be made to honor vacation requests; however, business needs will govern approval.

## Holidays

The following holidays may be observed:

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

If a holiday falls on a weekend, the holiday may be observed on the closest Friday or Monday, the customary day or other day as designated by the Company. Salaried employees, **ONLY**, may consult with the H.R. Manger concerning paid holidays. Holiday schedule is subject to change from year to year. Please check with the office to get an updated holiday schedule.

## LEAVES OF ABSENCE

#### Personal

A leave of absence is an extended period of time absent from work without loss of employment. The Company has a policy of granting personal leaves of absence for compelling reasons. A personal leave of absence may be granted by the Company up to a maximum of seven (7) days. An extension beyond seven (7) days may be considered in the event of serious or extenuating circumstances.

#### Personal leaves of absence are without pay.

The granting of leave and terms and conditions of the leave will be determined on a case-by-case basis at the sole discretion of management. Excluding extraordinary circumstances, a written request for a personal leave of absence, providing full explanation of the circumstances, must be presented to the employee's immediate supervisor at least three {3} days before the start date of the leave of absence. Failure to report to work on the first day after the expiration of the leave of absence without advance notification and approval, or the taking of another job may be considered a voluntary resignation of employment.

## Family and Medical Leave Policy (FMLA)

The Company recognizes that occasionally it may be necessary for you to be absent from your job for an extended period of time. It is the Company's policy to protect your continuous service when you must be absent for periods in excess of three (3) days for personal illness or injury, serious family illness, birth, adoption or foster care placement of a child or workers' compensation illness or injury. The Company will fully comply with the provisions of the Family Medical Leave Act of 1993 (FMLA).

#### **Authority**

- 1. Our Company and the Administrator (see #2 below) has full responsibility and authority to grant and extend leaves of absence within this policy.
- Ask your supervisor and refer to your Employment Enrollment Package for Administrator contract information.

#### **Granting of Leaves of Absence**

Leaves of absence may be granted to employees when the absence is in excess of three (3) calendar days and is within the eligibility requirements of this policy. Employees who request leaves covered by FMLA should be granted the leave if the requirements in the application are met. (See eligibilities.)

#### **Definitions**

The following definitions apply throughout this policy:

- A.. **FMLA eligible** means an employee with the covered employer who has at least 12 months of service who has worked a minimum of 1,250 hour in the preceding 12-month period.
- B. Disability means an impairment which substantially limits you or your family member in a major life activity.
- C. **Serious health condition** means an injury, illness, impairment, or physical or mental condition which involves any or all of the following:
  - A period of incapacity or treatment in connection with or consequent to impatient care at a medical facility.
  - A period of incapacity involving continuing treatment by a health care provider and requiring absence from work, school, or other regular daily activities for more than three calendar days.
  - 3. Any period of incapacity due to pregnancy.
  - A chronic or serious health condition which requires periodic treatment by a health care
    provider, continues over and extended time or causes episodic period of incapacity.
  - Prenatal care.
- D. Spouse means the employee's married partner legally recognized in the state in which the employee works for the Company. Unmarried domestic partners are specifically excluded from the definition.
- E. Child means the employee's dependent child, whether by birth, adoption, or committed foster care, who is under 18 years of age or age 18 or older and who is incapable of self-care because of physical or mental disability.
- F. Parent means the employee's birth or adoptive parent. Parents-in-law are specifically excluded from this definition.
- G. Rolling 12 months means the 12-month period just preceding the date an FMLA eligible leave is to
- H. Intermittent or reduced leave schedule means a leave taken in separate blocks of time due to a single qualifying reason or leave schedule that reduces an employee's working hours per week or day.

## I. Types of FMLA Leave

#### A. Personal Illness or Injury

This leave is for your own serious health condition if the absence is expected to exceed three (3) calendar days. All periods of absence will be documented so as to be able to determine leave eligibility in the future. The Company will use the "rolling 12 month method" to determine the maximum leave available under FMLA.

To request a personal illness or injury leave, you should submit an "Application for Family Medical Leave" form supported by a "Certification of Health Care Provider" indicating that you have a serious health condition, as soon as you become aware of your need to be granted such leave. If such a 30-day notice is not practicable because of unforeseen circumstances, notice must be given as soon as possible, preferably within seven (7) days and no later than fifteen (15) days from the date of the request. If you fail to give timely advance notice when the need for leave is foreseeable, the Company may deny the leave until thirty (30) days after such notice is given. Medical recertification may be required every thirty (30) days.

You may be required to substitute any unused vacation, personal or sick time you have available at the beginning of your FMLA, with the remainder of the leave being unpaid.

Your return may be delayed if you fail to present a certification to return to work from your attending physician.

If you give unequivocal notice of intent not to return to work, your employment will terminate and your protections under the FMLA will cease. You may take leave intermittently or on a reduced schedule only where medically necessary. If leave is unpaid, your wages will be reduced based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, you may be temporarily transferred to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

#### B. Serious Family Member Illness Leave

A leave of absence may be granted to you if you request a family medical leave to care for your spouse, child, or your parent, if such spouse, child, or parent has a serious health condition and the absence is expected to exceed three (3) calendar days. All periods of absence will be documented so as to be able to determine leave eligibility in the future. You must be "FMLA Eligible" and furnish medical certification justifying the leave request. Medical certification should be provided on the Medical Certification Form give to you when requesting Leave. If medical certification is not provided by you within fifteen (15) days of the request for leave, the Company may deny leave until such certification is submitted. Recertification may be required every thirty (30) days. For purposes of confirmation of a family relationship, you may be required to provide reasonable documentation of such family relationship.

The Company will use the "rolling 12-month period" to determine the maximum leave available. You may be required to substitute any unused vacation, personal or sick time you have available at the beginning of your FMLA, with the remainder of the leave being unpaid.

A husband and wife who are both employed by the Company, and are both FMLA eligible, will be eligible for a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition.

If you give unequivocal notice of intent not to return to work, your employment will terminate and your protections under the FMLA will cease. You may take leave intermittently or on a reduced schedule only where medically necessary. If leave is unpaid, your wages will be reduced based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, you may be temporarily transferred to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

## C. Birth. Adoption. or Foster Care Leave

A leave of absence may be granted to you for the care of your child born within the preceding 12 months or for securing the placement of a child through adoption or foster care. This leave is also available for the care of an adopted or foster child placed with you in the preceding 12 months. Recertification of the request may be required every thirty (30) days in accordance with the regulations. You must be "FMLA Eligible," and the child must have been born within the preceding 12 months, ,or you must be securing the placement of a child through adoption or foster care, or the child must have been placed through adoption or foster care within the preceding 12 months.

The Company will use the "rolling 12-month period" to determine the maximum leave available. The maximum leave eligibility is 12 weeks. You may be required to substitute any unused vacation, personal or sick time you have available at the beginning of your FMLA, with the remainder of the leave being unpaid.

A husband and wife who are both employed by the Company, and are both FMLA eligible, will be limited to a combined total of 12 weeks leave during any 12-month period if the leave is taken for the birth of your child or for the placement of a child with you through adoption of foster care. Intermittent leave will not be permitted unless the newborn child has a serious health condition. This will require a medical certification from the attending physician.

Your entitlement to leave for birth or placement for adoption or foster care expires at the end of the 12-month period beginning on the date of birth or placement unless state law permits leave to be taken for a longer period. Any such FMLA leave must be included within this one-year period.

#### D. Workers' Compensation Leave

A leave of absence may be granted to you if you have experienced an on-the-job injury or illness and if the absence is expected to exceed three (3) calendar days. All periods of absence due to an on-the-job injury will be documented so that the Company may keep and report accurate injury statistics. All active employees are eligible for workers' compensation leave but not necessarily eligible for FMLA leave.

FMLA leave shall run concurrently with a workers' compensation absence when the injury is one that meets the criteria of a serious health condition. As the workers' compensation absence may not be unpaid leave, the

provision for substitution of any paid vacation or sick time may not apply. However, if the health care provider treating you for the workers' compensation injury certifies that you are able to return to a light duty job, but you are unable to return to the same or equivalent job, you may decline the offer of light duty work. As a result, you may lose workers' compensation payments but you are entitled to remain on unpaid FMLA leave until the 12-week entitlement is exhausted. As of the date workers' compensation benefits cease, you may be required to substitute any available paid vacation or sick time. An employee who is receiving payments as a result of a workers' compensation injury must make arrangements with the Company or company appointed carrier of medical benefits or payment of group health benefits when simultaneously taking unpaid leave.

If the FMLA leave expires after 12-weeks of concurrent workers' compensation and FMLA leave, and you are unable to return to work, you are no longer afforded the protection of the FMLA.

## Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact the H.R. Manager at your place of work on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as possible (within two business days, if feasible) to the FMLA Administrator if the date of leave changes or is extended or initially were unknown.

## III. Expiration of Leave

If you take leave because of your own serious health condition, you may be required to provide medical certification that you are fit to resume work. If a return to work certification is requested, employees failing to provide such a release will not be permitted to resume work until one is provided.

When you return from a leave not exceeding 12 weeks, you are entitled to your former position, if available. If your position is not available, you will be reinstated to a position with equivalent employment benefits, pay, and other terms and condition of employment. Refusal of an offer of reinstatement will be treated as a voluntary resignation. If your leave of absence exceeds 12 weeks, you may be restored to an available position for which you are qualified. If no such position is available, you will be terminated.

Your failure to return to work at the end of your FMLA leave of absence may be treated as voluntary resignation. If you find that it is medically necessary to be absent for more than the 12 weeks allowed under FMLA, you must, in advance of you return date, request a leave of absence other than that of FMLA from the Company's appropriate person or persons. If you give unequivocal notice of intent not to return to work, your employment will terminate and your protections under FMLA will cease.

## IV. Benefits While on Leave

During any FMLA leave, an employer must maintain the employee's coverage under any group health plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. The same group health benefits provided to an employee prior to taking FMLA leave must be maintained during the FMLA leave.

An employee may choose not to retain group health plan coverage during FMLA leave. However, when an employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverage's, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (CORBA) and for "key" employees, and employer's obligation to maintain benefits during leave (and to restore the employee to the same or equivalent employment) under the FMLA cease if and when the employment relationship would have terminated if the employee had not taken FMLA leave (i.e. an employee informs that employer of his/her intent not to return from leave or the employee fails to return from leave or continues on leave after exhausting his/her FMLA leave entitlement in the 12-month period).

Once you have completed the paperwork to apply for FMLA, you will be contracted by the Company's designated benefits

administrator regarding where to send your payments.

Please not that the Company's obligation to maintain health insurance coverage ceases under FMLA if any employee's premium payment is more than thirty (30) days late. If you fail to make your premium payments within this time period, you will be contacted by the Company's designated benefits administrator prior to the termination of your health care coverage.

## V. No Work While on Leave

The taking of another job while on Family Medical Leave or any other authorized leave of absence may be ground for immediate termination. You must notify both the Company and the Administrator immediately upon acceptance of other employment while on leave.

# VI. State and Local Family Medical Leave Laws and Other Company Policies

Where state or local family and medical leave laws offer more protection or benefits to employees, the protections or benefits provided by such laws will apply.

## Military Leave of Absence

Where stat or local family and medical leave laws offer more protection or benefits to employees, the protections or benefits provided by such laws will apply.

- A. Eligibility: All active employees
- B. Maximum length of leave:
  - 1. Active Services- The leave is typically granted for the period of initial military commitment plus 90 days. When the service member re-applies for employment, the current state and federal regulations on reinstatement of veterans will apply.
  - 2. Reserve or National Guard Duty
    - a) Weekend Drills-The absence is typically approved, but no leave initiated.
    - b) Annual Training- The leave is typically granted for the period shown on the employee's orders. The employee is expected to return to work upon completion of training.
    - c) Call Up The leave is typically granted in 30-day increments up to a maximum or 12 months. Extensions oftime require the approval of the owner. The employee is expected to return to work as soon as practical following active duty assignment.
- C. New Hire/Orientation Period: Employees who are granted leaves in their first 90 days of employment should have the orientation period extended for the period of leave (up to ninety days).
- D. Benefits: If you are a military reservist on annual military training or call-up of less than 30 days, you will have your group health care and dental coverage continued, provided you continue to pay your portion of the premium as if you were working.

In general, individuals re-employed after military service under Uniform Service Employment Re-employment Rights Act of 1994 (USERRA) are entitled to length of service and other rights and benefits they would have had by remaining continuously employed. Generally, individuals who serve in the uniformed services are entitled to other rights and benefits not determined by length of service, which are generally provided by the employer to employees of similar length of service, status, and pay, who are on leaves of absence. Service in a uniformed service does not give the individual rights to benefits that would not be available if the individual had remained continuously employed. Benefits offered to employees on leave also must be offered to employees serving in the uniformed services.

# Jury Duty Leave of Absence

The Company recognizes employee obligations to serve on state and Federal juries. At the conclusion of the jury duty obligation, employees shall be returned to their positions without loss of seniority. Additionally, while on jury duty, employees' participation in insurance and other benefits will be eligible for continuation of these benefits according to established leave of absence policies.

Jury duty leave shall also be granted to employees who are subpoenaed to appear in court as a witness. Please advise your supervisor of your call to jury duty in advance of your need for time off.

## **BENEFITS**

## Benefits Medical/Life and Denta Insurance

We offer the opportunity for eligible employees to receive group health and other insurance coverage. Please refer to information given to you as a new hire or in the re-enrollment period. If you do not have information about these benefits, please contact your H.R. Manager or call the office.

## **INJURIES**

# Reporting njuries

All injuries incurred on the job must be reported to a supervisor or member of management IMMEDIATELY. FMLA leave and Workers' Compensation leave may run concurrently (refer to Section D.) Contact HR-Tanya at (904) 584-1800.

## **COMPANY RULES & REGULATIONS**

## Overview

When groups of people work together, reasonable rules are necessary to conduct an orderly business and make working conditions more pleasant for everyone.

Immediate discharge may occur as a result of serious actions detrimental to the Company or employees. Examples include misconduct, fraud, illegal or unethical activities, possession of a weapon on company property, fighting or threatening other employees, or other serious violations. Employees may be sent home pending investigation of any disciplinary matter or if their behavior is disruptive.

Where appropriate, you will be counseled through the performance improvement process. This process is intended to help you and your manager work together to resolve conduct and performance-related problems. Depending on the

seriousness of the violation, the process may begin with a verbal notice. The verbal notice may be followed by a written corrective action or suspension or discharge if corrective action is not taken. Repeated or multiple offenses or offenses of a more serious nature may go directly to suspension or discharge without a prior warning. Management may send any employee home at any time pending investigation of the matter at hand. Your supervisor can explain the Company's specific disciplinary process and discuss any work rules which may affect you.

#### Absenteeism & Tardiness

Employees are expected to be at work on time and to work their full scheduled hours. Employees who report late to work or return late from lunch or break or leave early prior to the end of the work day without permission will be considered tardy. An employee who will be absent from work for any reason must call his/her supervisor or the supervisor's designated representative at least the evening before the start time of that day. Repeated absenteeism and/or tardiness may be cause for disciplinary action up to and including termination.

## **COMPANY RULES & REGULATIONS**

# Safety

You are expected to work safely at all times. If you are injured, you are required to report all injuries, no matter how minor, to your supervisor immediately.

In addition, you should immediately inform your manager of any unsafe condition or act which you observe. If you can correct an unsafe condition without possible risk of injury to yourself or others, you should take steps to correct it.

Poor housekeeping is one of the primary causes of accidents. It is the responsibility of every employee to maintain good housekeeping practices in the immediate work area. Any specialized safety requirements of your department will be discussed with you by your manager.

In summary, we recognize how important it is to have safe work habits, to use personal protective equipment as required, to use any available safety educational tools, and to take corrective action when violations of work rules such as horseplay, unauthorized removal of safety devices from machines or equipment, or reckless operation of Company vehicles occurs.

# Smoking

Employees are requested to confine smoking to designated smoking areas only. Smokers are further requested to have consideration for their nonsmoking co-workers.

# Drugs and Alcohol

Panei-Tek intends to provide a drug free and alcohol free workplace to insure a productive and safe work environment for all employees. Employees who violate our drug free and alcohol free policy are subject to specific disciplinary action as detailed in this policy.

- Using, selling, purchasing, transferring, possessing, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting or assisting another to do so, while in the course of employment or engaged in a company sponsored activity, on company premises, in company owned, leased or rented vehicles, or on company business.
- Working or reporting to work, conducting company business or being on company premises or in a company owned, leased or rented vehicle while under the influence of an illegal drug, inhalants or alcohol, or in an impaired condition, the consumption of alcohol, inhalants, or illegal drugs while on duty or during meal breaks. While "impaired condition" initially refers to observation, the employees will have to either admit to being under the influence or they will need to test positive in a drug/alcohol test to be subject to disciplinary action.
- Switching, adulterating or attempting to tamper with any sample submitted for medical testing, or otherwise interfering or attempting to interfere with the testing process. The company will take disciplinary action based upon a written statement from the medical review officer or collection sight staff.
- Refusal to submit to a drug screen within the time frame ordered by a Supervisor or member of the management team will result in immediate termination of the person's employment.

## **SUMMARY**

This Employer Guidebook is intended to give you a general overview of the Company and information regarding policies and benefits. Because we operate in a dynamic industry, some policies and benefit programs currently in effect may be revised, suspended, or eliminated by management in response to business needs or changing legal requirements.

Should you have any questions concerning the information contained in this Employee Guidebook, please direct them to your supervisor.

# COMPANY POLICIES Addendum to Employee Guidebook

#### The following company policies will be in effect and enforced as of July 1, 2006:

- 1) Regular hours:
  - a. Monday- Friday, 7:00 a.m. to 3:30 p.m.
  - b. One 15-minute break each morning (allowed by discretion of management)
  - c. A 30 minute lunch break
  - d. An afternoon break may be allowed at the sole discretion of management.
  - e. Employees may be required to work on Saturday and Sunday depending on business needs. If work is required on either or both of these days, employees will be expected to work. Those employees working in excess of 40 hours will receive time and a half pay rates.
- 2) "Late" policy:
  - Employees arriving later than their scheduled time of work may be subject to being sent home or further disciplinary action.

b. If you arrive to work late, you will not be allowed to clock in or begin working until the next % hour. (e.g., arrive at 7:45; clock time begins at 8:00).

#### 3) "Missed Work" policy:

- a. If you are unable to work (illness, family, or personal problems, etc) prior notification is required. You should immediately contact:
  - (1) Supervisor
  - (2) Office: Secretary or answering machine
  - (3) H.R. Manager
- b. Unexcused absences will result in disciplinary action up to and including termination.

#### 4) "Weather" policy:

- a. No one will be paid for time missed due to inclement weather conditions.
- b. All employees are required to report for work at 7:00a.m. regardless of weather condition (rain or shine).
- One hour "show up time" will be paid only to those who have worked all
  possible hours in that pay period.

#### 5) Pay Scale:

- All new employees receive \$7.93 per hour or the Federal minimum wage, whichever is higher, during their 90-day orientation period.
- Rate of pay set by the Operations Manager will be paid only if you are still employed at the end of the first pay period.
- c. If you quit, for any reason, prior to the end of the pay period during which you were hired you will be paid base pay per hour or the Federal minimum wage, whichever is higher, for that pay period regardless of the wage set at the time of hiring.

#### 6) Pay Period/Pay Day:

Hours worked from Monday through Sunday will be paid not the next, but the following Friday

#### 7) Injuries:

- Florida law requires any employee injured on the job to notify the supervisor prior to leaving the job. Any and all injuries must be reported the same day they occur.
- If you fail to follow this policy, you are subject to disciplinary action up to and including termination of employment as well as losing any available benefits.
   Contact HR manager.

#### 8) Work Place:

- No alcohol or illegal drugs are permitted on the job at any time. Failure to comply may result in immediate termination of employment.
- b. Radios will be allowed at the discretion of the supervisor only.
- c. No pets allowed on the job.
- d. Employees are responsible for their own transportation to and from work.
- Employees will park in the designated areas only. Panei-Tek is not responsible for damage to personal property.
- f. Job areas will be kept clean at all times.
- No fighting. Physical and/or verbal altercations will not be tolerated and can result in termination.
- No material is to be removed without permission from the Operations Manager.

#### 9) Raises, Loans, and Bonuses:

- Raises are given for improved work performance. Raises are not based on length of employment.
- Raises can be requested through the Operations Manager only and must be approved by Scott Robinson before going into effect.

- Your Supervisor, who may make recommendations for either raises or demotions, will evaluate your work performance.
- d. Hardship and all other loans are not available.
- e. Bonuses are not to be expected and are given only when deemed necessary on an individual basis. Amounts will be decided by the Operations Manager only, at his discretion, along with input from the Supervisor.

## 10) Safety in the work place:

- a. All employees are required to wear proper protection when working in the workplace.
- b. Employees will, at all times, follow OSHA requirements. If you feel that working conditions are unsafe, take the time to ensure your safety as well as the safety of others.

These policies will be strictly enforced. Anytime it is discovered that an employee has practiced in the past or is currently practicing any unsafe work habits in violation of OSHA or Company Policy that employee will be subject to disciplinary action up to and including termination of employment. Employees are advised that disciplinary action may be taken at any time following a safety rule violation. Disciplinary action can be taken at a later date even if the disciplinary action is not taken immediately following the incident. Should the Supervisor become aware of a safety violation after the fact disciplinary action will be taken.

These policies are for the good of the company and are going to be used in order to be fair to all employees to the same degree. Hopefully, if everyone works together and performs the job they were hired for, the company and employees should never have a confrontation. As the owner of this company, Iwish to provide as good a work place as possible for everyone. Ido not want the actions of a few to affect the whole, so my door will always be open for suggestions or comments in complete confidence. Feel free to contact the H.R. Department with any questions you have concerning any part of your job, if you are not satisfied with your supervisor's comments or actions.

EMPLOYEE ACKNOWLEDGEMENT
Signature of Employee
Date