

Center Point Contractors

EMPLOYEE MANUAL

Revised August 2011



TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

Changes in Policy
Employment Applications
Employment Relationship

SECTION 2 - DEFINITIONS OF EMPLOYEE STATUS

“Employees” Defined

SECTION 3 - EMPLOYMENT POLICIES

Non-Discrimination
Non-Disclosure/Confidentiality
Probationary Period for New Employees
Office Hours
Lunch Periods
Personnel Files
Personnel Data Changes
Inclement Weather/Emergency Closings
Performance Review and Planning Sessions
Outside Employment
Corrective Action
Employment Termination
Health Related Issues
Employee Requiring Medical Attention
Building Security
Insurance on Personal Effects
Immigration Law Compliance

SECTION 4 - STANDARDS OF CONDUCT

Attendance/Punctuality
Absence without Notice
Harassment, including Sexual Harassment
Telephone Use
Cell Phone Use

Public Image
Substance Abuse
Internet Use

SECTION 5 - WAGE AND SALARY POLICIES

Wage or Salary Increases
Timekeeping
Overtime
Paydays

SECTION 6 - BENEFITS AND SERVICES

Insurance
Cobra Benefits
Social Security/Medicare
Simple IRA
Vacation
Record Keeping
Holidays
Jury Duty/Military Leave
Educational Assistance
Training and Professional Development

SECTION 7 - EMPLOYEE COMMUNICATIONS

Procedure for Handling Complaints

SECTION 8 - SAFETY IN THE WORKPLACE

SECTION 9 - USE OF COMPANY VEHICLES AND MILAGE

SECTION 1

INTRODUCTION

This Manual is designed to acquaint you with Center Point Contractors, Inc and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this Manual applies to all employees of Center Point Contractors, Inc. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYMENT RELATIONSHIP

You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, Center Point Contractors, Inc is free to conclude its

relationship with any employee at any time for any reason or no reason. Following the probationary period, employees are required to follow the Employment Termination Policy (See Section 3.13).

SECTION 2

DEFINITIONS OF EMPLOYEES STATUS

“EMPLOYEES” DEFINED

An “employee” of Center Point Contractors, Inc is a person who regularly works for Center Point Contractors, Inc on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the Company who are subject to the control and direction of Center Point Contractors, Inc in the performance of their duties.

REGULAR FULL-TIME

Employees who have completed the 90-day probationary period, and who are regularly scheduled to work 35 or more hours per week. Generally, they are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the Company’s benefit programs.

PROBATIONARY PERIOD FOR NEW EMPLOYEES

A new employee whose performance is, being evaluated to determine whether further employment in a specific position, or with Center Point Contractors, Inc is appropriate. When an employee completes the probationary period, the employee will be notified of his/her new status with Center Point Contractors, Inc.

SECTION 3

EMPLOYMENT POLICIES

NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Center Point Contractors, Inc will be based on merit, qualifications, and abilities. Center Point Contractors, Inc does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability.

Center Point Contractors, Inc will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of Center Point Contractors, Inc. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All employees are required to sign a non-disclosure agreement as a condition of employment.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

PROBATIONARY PERIOD FOR NEW EMPLOYEES

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from date of hire. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the Company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90-day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain Company standards for job performance and behavior (See Section 4, Standards of Conduct).

OFFICE HOURS

Center Point Contractors, Inc office is open for business from 7:30 a.m. to 4:30 p.m. Mon thru Friday, except for Holidays (See Section 6.7, Holidays).

The standard workweek is 40 hours of work (see Section 5.3, Overtime). In the computation of various employee benefits, the employee workweek is considered to begin on Monday (starting at 12:01 a.m.) through Sunday (ending at 12:00 a.m.)], unless a supervisor makes prior other arrangement with the employee.

LUNCH PERIODS

Center Point Contractors, Inc allows each employee to take up to 1 hour for lunch breaks, a minimum of 30 minutes is required for each 8 hour shift. If an employee feels they are unable to take a half hour lunch break they are to immediately contact their supervisor.

If employees have unexpected personal business to take care of, they must notify their direct supervisor to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time.

Employees who do not adhere to this policy will be subject to disciplinary action, including termination.

PERSONNEL FILES

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of Center Point Contractors, Inc and access to the information is restricted.

Employees who wish to review their own file should contact their supervisor or the Human Resources Representative. With reasonable advance notice, the employee may review his/her personnel file in Company's office and in the presence of the Human Resources Representative

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify Center Point Contractors, Inc Human Resources Department of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

INCLEMENT WEATHER/EMERGENCY CLOSINGS

Center Point Contractors, Inc has a policy to be open and available to our customers year round, regardless of weather. However, CPC understands that sometimes it may be impossible for employees to safely make it into work. If this occurs then you are required to notify your supervisor immediately, and it must be within an hour of your scheduled starting time.

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made solely by Shelli or Chris McDaniel

When the decision is made to close the office, employees will receive official notification from their supervisors.

Time off from scheduled work due to emergency closings will be unpaid for all employees. However, if employees would like to be paid, they are permitted to use vacation time if it is available to them.

Any violation of this policy can result in the following disciplinary actions:

1. Initial counseling(s)
2. Written counseling(s)
3. Reduction(s) of hours and/or job reclassification
4. Discharge

MATERIAL CARE DURING FREEZING WEATHER

If the temperature gets close or below freezing (32 degrees) it is your responsibility to make sure that all materials that you have are put in an insulated area. If you have any questions as to what is freezable, then it is your responsibility to ask your manager/supervisor. If you have materials that freeze and it is due to neglect on your part, you may be found solely responsible for the cost of the materials. If you need help with transporting materials, then it is your responsibility to contact your supervisor or Center Point Contractors Management.

EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after 90 days and 1 year of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Center Point Contractors, Inc directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their probationary periods (see Section 3.3, Probationary Period for New Employees). After the initial review, the employee will be reviewed according to the regular annual schedule.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with Center Point Contractors, Inc. Unless an alternative work schedule has been approved by Center Point Contractors, Inc, employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

Center Point Contractors, Inc's office space, equipment, and materials are not to be used for outside employment.

As an Employee of Center Point Contractors, Inc you will be asked to read and sign an

EMPLOYEE NON-COMPETE AND CONFIDENTIALITY AGREEMENT

Employed by Center Point Contractors, Inc. hereafter referred to as "the Company," I, _____, hereby agree as follows:

1. **Agreement Not to Compete:** While I am employed by the company, and 2 years afterward, I will not compete with the business of the Company or its successors and assigns, within a radius of 50 miles from the present locations of the Company (10316 East Highway 72, Bentonville, AR 72712) I will not directly or indirectly, as an owner, director, employee, independent contractor, consultant, representative, or in any other capacity, engage in activities competitive to the Company in the business of Wal-Mart Facility Maintenance or Painting or in business substantially similar to the present of the Company or such other business activity in which the Company may substantially engage while I'm employed by the Company.

In particular, I will not:

- A) Solicit or attempt to solicit any business or trade from the Company's actual or prospective customers or clients on behalf of myself or any other person, firm, partnership, corporation or other entity competitive to the Company.
- B) Solicit or attempt to solicit any existing Company employee for the purpose of said employee leaving the Company's employment and working for any customer or competitor, or

2. **Confidentiality.** I acknowledge that the Company, in reliance of this agreement, may provide me with access to trade secrets, customers, proprietary data and other said information on my own behalf or disclose same to any third party, except when I am required to do so to properly perform my duties to the Company.
3. **Reasonableness of Restrictions.** I acknowledge and agree that the restrictions imposed by this agreement are fair and reasonably required for the protection of the Company, and will not preclude me from becoming gainfully employed following the termination, for of reason, of my employment with the Company.
4. **Injunctive Relief.** I acknowledge and agree that in the event of a violation or threatened violation of any provision of this agreement, the Company will sustain irreparable harm and will have full right to seek injunctive relief, in addition to any other legal remedies available, without the requirement of posting bond.
5. **Survivability.** This agreement shall remain binding in the event of the termination for any reason, of my employment with the Company.
6. **Governing Law.** The formation, construction and interpretation of this agreement shall at all times and in all respects be governed by the laws of the State of Arkansas.
7. **Severable Provisions.** The provisions of this agreement are severable, and if any court determines that any provision of this agreement is invalid or unenforceable, in whole or in part, any invalidity or unenforceability shall effect only that provision, and shall not make any other provision of this agreement invalid or unenforceable: and this agreement shall be narrowed by the court to the extent required to be valid and enforceable.
8. **Waiver.** Waiver or non-enforcement of any provision of this agreement shall not constitute a waiver of the right to future enforcement of such provision and all other provisions shall remain in full force and effect, The Company reserves the right, in its sole discretion, to this agreement at any time.
9. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and it replaces and supersedes any and all oral agreements and prior written agreements between the parties.

Date: _____

Signed: _____

Printed Name: _____

A copy of this will be given to you to sign and it will remain in your file at Center Point Contractors, Inc.

CORRECTIVE ACTION

Center Point Contractors, Inc holds each of its employees to certain work rules and standards of conduct (see Section 4). When an employee deviates from these rules and standards Center Point Contractors, Inc expects the employee's supervisor to take corrective action.

Corrective action at Center Point Contractors, Inc is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, Shelli or Chris McDaniel will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Center Point Contractors, Inc considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment and/or company vehicles without prior authorization by Shelli or Chris McDaniel untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of Center Point Contractors, Inc to a customer, a prospective customer, the general public, or an employee.

EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by Center Point Contractors, Inc
- **Layoff** – involuntary employment termination initiated by Center Point Contractors, Inc for non-disciplinary reasons.

When an employee intends to terminate his/her employment with Center Point Contractors, Inc he/she shall give Center Point Contractors, Inc at least two (2) weeks written notice.

Since employment with Center Point Contractors, Inc is based on mutual consent, both the employee and Center Point Contractors, Inc have the right to terminate employment at will, with or without cause during the Introductory/Probationary Period for New Employees (See Section 3.3, Introductory/Probationary Period for New Employees).

Any employee who terminates employment with Center Point Contractors, Inc shall return all files, records, keys, tools, trucks, trailers and any other materials that are property of Center Point Contractors, Inc. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to Center Point Contractors, Inc will also be deducted from the employee's final check.

HEALTH-RELATED ISSUES

Employees, who become aware of any health-related issue, including pregnancy, should notify their supervisor and Human Resources Representative of health status. This policy has been instituted strictly to protect the employee.

A written "permission to work" from the employee's doctor is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor and Human Resources Representative.

EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency occurs requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges. Furthermore, Center Point Contractors, Inc's employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician's "return to work" notice may be required.

BUILDING SECURITY

All employees who are issued keys to the office are responsible for their safekeeping. The last employee, who leaves the office at the end of the business day, assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Company property after hours without prior authorization from Shelli or Chris McDaniel.

IMMIGRATION LAW COMPLIANCE

Center Point Contractors, Inc employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Center Point Contractors, Inc within the past three months or if their previous I-9 is no longer retained or valid. All employees' employment eligibility will be verified by using E-Verify. If employment cannot be verified through this service employment will not be offered.

SECTION 4

STANDARDS OF CONDUCT

The work rules and standards of conduct for Center Point Contractors, Inc are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice);
- Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business “secrets” or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be punctual in attendance. This means being in the office/at job site ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

If you are unable to report for work for any reason, notify your supervisor 30 minutes before regular starting time. You are responsible for notifying Center Point Contractors, Inc. The company phone number is 479.426.7373. If you are unable to reach someone at the Office or your supervisor a text message may be sent.

Should undue tardiness become apparent, disciplinary action may be required.

ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the job site for some other reason before the end of the workday, be sure to inform your supervisor of the situation and inform Center Point Contractors, Inc Office or The Human Resources Dept

Memo January 4, 2010

Absent or late for work policy:

*A phone call/voice mail/or text message must be received **BEFORE** you are scheduled to be at work if you cannot be at work on time or be at work that day.*

Not showing up for work and not calling in (during a 24 hour period) will be grounds for immediate dismissal.

*1st offense-verbal warning
2nd offense-written warning
3rd offense- termination*

This will be filed in each employee file

Scheduled Time Off must be in writing on a Request Time off Sheet (you may obtain this from Human Resources) and must be filled out and approved prior to time off.

HARASSMENT, INCLUDING SEXUAL HARASSMENT

Center Point Contractors, Inc is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible harassment should promptly advise Shelli or Chris McDaniel or the Human Resources Representative who will handle the matter in a timely and confidential manner.

Cell Phone Use

Center Point Contractors, Inc telephones are intended for the use of serving our customers and in conducting the Company's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.12, Corrective Action).

Memo January 4, 2010

Personal Cell Phone calls may only be done during your scheduled breaks.

1st offense-verbal warning

2nd offense-written warning

3rd offense- termination

PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

The following items are considered inappropriate working attire for Center Point Contractors, Inc. and this applies to all Sub Contractors who perform work for Center Point Contractors, Inc.

- Spaghetti-strapped shirts
- Tank tops or revealing shirts
- Short mini skirts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising
- Sweat pants or workout pants

When meeting with a client, the dress code is more business-oriented, including attire such as:

- Slacks and dress shirt or blouse
- Dress or skirt and blouse

If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions about appropriate business attire.

SUBSTANCE ABUSE

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the Company while they are on Company premises or elsewhere on Company business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Company property is prohibited.

Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

Company property: All Company owned or leased property used by employees.

Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

Illegal drug:

- a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
- b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
- c. Inhalants used illegally.

Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Company’s policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

INTERNET USE

Center Point Contractors, Inc. employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the Company’s business.

Employees may use the Internet when appropriate to access information needed to conduct business of the Company. Employees may use e-mail when appropriate for Company business correspondence.

Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. Center Point Contractors, Inc. reserves the right to access and monitor all files and messages on its systems.

SECTION 5

WAGE AND SALARY POLICIES

WAGE OR SALARY INCREASES

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.10, Performance Review/Planning Sessions).

Although the Company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, Center Point Contractors, Inc. does not grant "cost of living" increases. Performance is the key to wage increases in the Company.

TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. Each client job is assigned a job number as posted Job Book. Employees are responsible for accurately documenting their time spent on individual jobs.

It is Center Point Contractors policy that Time Sheets are to be filled out daily. Waiting till the end of the week allows room for error when remembering what one does throughout the week. By doing this on a daily basis we not only have a current tracking of time, but it will eliminate un-billable time at the end of the week. Your attention to this matter is appreciated.

Center Point Contractors, Inc. does not pay for extended breaks or time spent on personal matters.

Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his/her supervisor. Questions regarding the timekeeping system or time sheets should be directed to the Human Resources Dept.

Time Sheets are to be turned in every Monday by 7:30 am NO EXCEPTIONS!!!

OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over [40] per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the [supervisor's] prior authorization. Overtime worked without prior authorization from the [supervisor] may result in disciplinary action. [The supervisor's] signature on a timesheet authorizes pay for overtime hours worked.

PAYDAYS

All employees are paid bi-weekly. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on last day of work for that week.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address.

SECTION 6

BENEFITS AND SERVICES

Center Point Contractors, Inc offers a benefits program for its [regular full-time] and employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

GROUP INSURANCE

Center Point Contractors, Inc offers the following insurance programs for REGULAR FULL-TIME employees.

DENTAL INSURANCE
VISION INSURANCE
HRA SUPPLEMENT INSURANCE
This includes Accident, Cancer, and Life.

Center Point Contractors, Inc. Currently does not offer Health Insurance but we are looking into a Health Plan that is affordable for our employees.

The employee's portion of the premium deduction for health insurance begins on the pay period prior to coverage start date. Center Point Contractors, Inc. contributes \$45.00 per month for each employee towards the cost of their benefits. Example if your Insurance Policy totals \$86.12 each month Center Point Contractors, Inc. would pay \$45.00 of that amount and \$41.12 would be payroll deducted from your check.

This Manual does not contain the complete terms and/or conditions of any of the Company's current insurance benefit plans. It is intended only to provide general explanations. If there is ever any conflict between the Manual and any documents issued by one of the Company's insurance carriers, the carrier's guideline regulations will be regarded as authoritative.

SOCIAL SECURITY/MEDICARE

Center Point Contractors, Inc withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

SIMPLE IRA

The Simple Investment Retirement Account (Simple IRA) plan offers Center Point Contractors, Inc employees a unique opportunity for savings, financial growth and favorable tax treatment.

The IRA plan helps contributors save in several ways:

- Gross taxable income is reduced
- Center Point Contractors, Inc makes a matching contribution of the employees' contributions
- Convenience of payroll deduction (amount you choose)

The Simple IRA plan is administered through an Investment firm and managed internally by Center Point Contractors, Inc. Center Point Contractors, Inc makes matching

contributions equal to 100% of Elective Deferrals that does not exceed 3% (and not less than 1%) of annual compensation. Each year Center Point Contractors, Inc chooses the percentage of matching funds for the year (between 1% and 3%). For any year, a Contributing Participant's Elective Deferrals shall not exceed \$6,000 (indexed for cost-of-living increases according to law). Please see the Office Manager for the current percentage.

Eligibility occurs after 12 months of continuous employment for [regular full-time] and employees.

VACATION

Center Point Contractors, Inc offers all Full time employees one [1] week of Paid Vacation after one [1] year of Service

Earned vacation leave cannot be taken before it is accrued and approved.

Vacation may be taken in half-day increments of time.

Upon termination, unused earned vacation will be paid in a lump sum in the employee's final paycheck.

RECORD KEEPING

The Human Resources Department maintains vacation days accrued and used. Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

HOLIDAYS

Center Point Contractors, Inc observes the following paid holidays per year for all full time employees:

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

JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave without pay. However, all regular employees both full-time and part-time will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

SECTION 7

EMPLOYEE COMMUNICATIONS

PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate supervisor. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and supervisor do not solve the problem, Center Point Contractors, Inc encourages employees to contact the Human Resources Dept.

SECTION 8

SAFETY

Center Point Contractors, Inc provides information to employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Team meetings
- Tool-Box Topics
- Memo
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor (See Section 3.16, Employee Requiring Medical Attention).

Center Point Contractors, Inc. handles a lot of work for various customers in which each have their own policies. We abide by all policies that our Customers may have in place as well as ALL OSHA GUIDELINES.

GENERAL SAFETY REQUIREMENTS SAFETY RULES AND PROTECTIVE EQUIPMENT FOR ALL TRADES

(Must be read and signed by all employees)

ALL OF OUR SAFETY RULES MUST BE OBEYED. FAILURE TO DO SO WILL RESULT IN STRICT DISCIPLINARY ACTION BEING TAKEN.

1. Head protection will be worn on job sites at all times by all trades
2. Eye protection will be worn when there are potentials of hazards from flying objects or particles, chemicals, arcing, glare, or dust.
3. Protective footwear shall be worn to protect from falling objects, chemicals, or stepping on sharp objects. Athletic or canvas-type shoes shall not be worn.
4. Protective gloves or clothing shall be worn when required to protect against a hazard
5. Harnesses and lanyards shall be utilized for fall protection as in MIOSHA Construction Safety Standards.
6. Keep your mind on work at all times. No horseplay on the job. Injury or removal from the job site or both can be the result.
7. Precautions are necessary to prevent sunburn and to protect against burns from hot materials.
8. If any part of your body should come in contact with an acid or caustic substance, rush to the nearest water available and flush the affected part. Apply medical aid immediately.
9. The use of illegal drugs or alcohol or being under the influence of the same on the project shall be cause for immediate termination. Inform your supervisor if taking strong prescription drugs that warn against driving or using machinery.
10. Do not distract the attention of fellow workers. Do not engage in any act which would endanger another employee.
11. Sanitation facilities have been or will be provided for you use. Defacing or damaging these facilities is forbidden.
12. A good job is a clean job, and a clean job is the start of a safe job, so keep your working area free from rubbish and debris.
13. Do not use a compressor to blow dust or dirt from your clothing, or any body part.
14. Never work aloft if you are afraid to do so, if you are subject to dizzy spells, or if you are apt to be nervous or sick.
15. Never move an injured person unless it is absolutely necessary. Further injury may result. Keep the injuries as comfortable as possible and utilize job sit first aid equipment until ambulance arrives.

16. Know where Fire Extinguisher is located on each jobsite, and be trained on how to use it.
17. Lift correctly – with legs, not the back. If the load is too heavy GET HELP. Stay fit and control your weight. Do stretching exercises regularly. Approximately twenty percent (20%) of all construction related injuries result from lifting materials incorrectly.
18. When equipment is being moved there shall not be any person(s) on the equipment other than the driver unless proper seating is provided.
19. Do not use power tools and equipment until you have been properly instructed in the safe work methods and become authorized to use them.
20. Be sure all guards are in place. Do not remove, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use there of.
21. Do not enter an area which has been barricaded.
22. If you must work around power shovels, trucks, and dozers, make sure operators can always see you. Barricades are required with for cranes.
23. Never oil, lubricate, or fuel equipment while it is running or in motion.
24. Before servicing, repairing or adjusting any power tool or piece of equipment, disconnect it, lock out the source of power and tag it out.
25. Use the “four and one” rule when using a ladder. One (1) foot of base for every four (4) feet of height.
26. Portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured. Step ladders shall not be used as a straight ladder.
27. Ladders must extend three (3) feet above landing on roof for proper use.
28. Defective ladders must be properly tagged and removed from service.
29. Keep ladder bases free of debris, hoses, wires, and materials.
30. Build scaffolds according to manufactures’ recommendations and MIOSHA Construction Safety Standard Part 12 Scaffolding.
31. Scaffold planks shall be properly lapped, cleated, or otherwise secured to prevent shifting
32. Use only extension cords of the three (3) prong type. Use ground fault circuit interrupters at all times and when using tools in wet atmosphere (e.g. outdoors) or with any temporary power supply. Check the electrical grounding system daily.
33. The use of harnesses with safety lines when working from unprotected high places is mandatory. Always keep your line as tight as possible.
34. Never throw anything “overboard.” Someone passing below may be seriously injures
35. Know what emergency procedures have been established for your job site. (Location of emergency phone, first aid kit, stretcher location, fire extinguisher location, and evacuation plan, ect)
36. In areas of confinement there is a risk of toxins, flammable gas, or other hazardous material, therefore a qualified person should enter and test the area before others enter.

SECTION 9 USE OF COMPANY VEHICLES AND MILAGE

If you have been issued a Company Vehicle it is your responsibility to have said vehicle serviced as needed. Maintenance records on each vehicle are to be turned into the office after each service. Vehicles are to be kept **CLEAN INSIDE AND OUT** by the employee who drives it and by those who may ride in it. Center Point Contractors, Inc. allows each employee with a vehicle to use their issued Company Credit Card to pay for all maintenance and cleanings.

Disciplinary action will be taken with any employee who abuses the privilege of driving a company vehicle. Seriousness of damage could result in but not limited to termination of employment.

MEMO August 19, 2011

Company Vehicles Being Washed

*If you have been issued a Company Vehicle, we expect you to keep it clean **INSIDE AND OUT**.*

Our shop is on a dirt road therefore a \$4-\$6 Wash is sufficient. Please don't spend over \$6.00 per wash and limit the washes to once (1) a week at most. If you do not make multiple trips daily to the shop you shouldn't have to wash it weekly.

Mileage Reimbursement Policy

As an employee of Center Point Contractors, I understand that I am responsible for my own transportation to and from various job sites in the local area (*within a 50 mile radius from the office of Center Point Contractors, Inc*) Exceptions can be made, but **MUST** be approved through Shelli McDaniel before hand.

When my personal vehicle is used for company purposes, such as picking up materials for a job, mileage can be claimed at a rate of \$.55 per mile. Any time mileage is claimed, it must be marked on a Mileage Log Sheet (which are available upon request at the office) with a daily breakdown, and detailed explanation provided. Any mileage that is claimed is subjected to verification through MapQuest, or other similar mapping venues.

Failure to abide by the above policy can lead to immediate termination with no other warnings given.

I have read and agree to abide by this Employee Handbook.

X

Employee Signature

X

Center Point Contractors, Inc. Representative